

PROJECT MANUAL

CITY OF WOODBURN MUSEUM &
THEATER RENOVATION

August 12, 2021

PROJECT MANUAL

CITY OF WOODBURN MUSEUM & THEATER RENOVATION

455 N. Front Drive,
Woodburn, OR 97071

BID NUMBER: 2022-01

Owner

CITY OF WOODBURN
270 Montgomery St
Woodburn, OR 97071
Ph. (503) 982-5266
Fax. (503) 980-2448
Jesse Cuomo
Recreation and Parks Manager
Jesse.Cuomo@ci.woodburn.or.us

Architect

DECA ARCHITECTURE, INC.
935 SE Alder St.
Portland, OR 97214
Ph 503-239-1987
Fax 503-239-6558
David Hyman hyman@deca-inc.com
Meredith Curran curran@deca-inc.com

TABLE OF CONTENTS

DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 01 01	Project Title Page
Section 00 01 10	Table of Contents
Section 00 11 13	Bid Solicitation
Section 00 21 13	Instructions to Bidders
Section 00 25 13	Pre-Bid Meeting
Section 00 31 13	Preliminary Schedules
Section 00 41 00	Bid Form
Section 00 45 50	First-Tier Subcontractor Disclosure Form
Section 00 52 00	Agreement Form
Document	Construction Agreement
Section 00 72 00	General Conditions
Document	City of Woodburn “General Conditions”
Document	City of Woodburn “Special Provisions”

DIVISION 1 – GENERAL REQUIREMENTS

Section 01 10 00	Summary
Section 01 26 00	Contract Modification Procedures
Section 01 31 00	Project Management and Coordination
Section 01 60 00	Product Requirements
Section 01 71 23	Field Engineering
Section 01 73 29	Cutting and Patching
Section 01 77 00	Closeout Procedures

DIVISION 2 – EXISTING CONDITIONS

Section 02 41 00	Demolition
------------------	------------

DIVISION 9 – FINISHES

Section 09 21 16	Gypsum Board Assemblies
Section 09 91 00	Painting

END OF DOCUMENT

BID SOLICITATION

The City of Woodburn Museum & Theater Renovation Project consists of adding new compliant toilet rooms, new wall, ceiling and floor finishes, new lighting and miscellaneous upgrading of the Woodburn Museum and Theater.

The City of Woodburn will receive sealed bids in writing from qualified contractors until **Tuesday September 24, 12:00 P.M. (DATE)**, at City Hall, 270 Montgomery St., Woodburn, OR 97071 for construction of the Woodburn Museum & Theater Renovation Project. Due to COVID-19 concerns and safety, bidders are requested to place their bids in the drop box located at the front of the building. The bids will not be opened publicly and read aloud. Bids received in the drop box after the time fixed for opening will not be considered.

Pursuant to ORS 279C.370, bidders on public works projects with a contract value of \$100,000 or more are required to disclose, 2-hours after bid opening, the bidders first-tier subcontractors. The bidder shall provide the information as required on City of Woodburn first-tier disclosure form, provided in the contract documents.

At the discretion of the Project Manager, Addenda(um) and Contract clarifications shall either be posted on the City, Engineering Division website or delivered to Plan Holders via facsimile. Potential Bidders should check the website on a daily basis the last week before the Bid Opening date. Website can be found at [Bids and RFPs | Woodburn, Oregon](https://www.woodburn-or.gov/publicworks/page/bids-and-rfps) <https://www.woodburn-or.gov/publicworks/page/bids-and-rfps>
Addenda must be signed and submitted with the Proposal to be considered a responsive bid offer.

PRE-BID CONFERENCE: A mandatory pre-bid conference will be held at: Woodburn Museum & Theater, 455 N. Front Street, Woodburn, OR 97071. This pre-bid conference is mandatory for prospective bidders, in order to have bids considered. Due to health and safety concerns, Bidders will be required to reserve a time on Wednesday August 25, 2021, at one of the following times: 10:00 a.m.; 11:00 a.m.; 12:00 p.m., so that a minimum number of people are present in the building at any one time. Visitors will be asked to maintain a safe distance of 6' between all individuals in attendance, and **will be required to wear a mask** regardless of being vaccinated. To reserve a time slot, contact:

Jesse Cuomo
Ph. (503) 982-5266
Jesse.Cuomo@ci.woodburn.or.us

BID SET REVIEW LOCATIONS: Bid Documents may be examined at the following locations:

Woodburn: City of Woodburn's web site: <http://www.woodburn-or.gov/publicworks/bidsrfps.aspx>
Portland: Daily Journal of Commerce Plan Center
McGraw Hill Dodge Plan Center
Clackamas: Contractor's Plan Center
Salem: Salem Contractor's Exchange

It shall be understood and mutually agreed by and between the Contractor and Owner that the date of beginning and time for completion of the project are essential conditions of the contract and that the time for beginning and completion of the project shall be considered by the Owner in awarding the contract. The bidder shall state the proposed number of construction days on the Bid Form.

All proposals shall be made on the proposal forms. All proposals shall be accompanied by a Bid Bond, equal to ten percent (10%) of the total bid. Bid Bond shall be forfeited to the City if the Contractor fails to execute the contract within time allotted under the specifications.

BID SOLICITATION

Pursuant to ORS 279C.370, bidders on public works projects with a contract value of \$100,000 or more are required to disclose, 2-hours after bid opening, the bidders first-tier subcontractors. The bidder shall provide the information as required on City of Woodburn first-tier disclosure form, provided in the contract documents.

Bidders must be pre-qualified in accordance with the laws of the State of Oregon. Completed pre-qualification forms or proof of pre-qualification shall conform to the Special Provisions. Only bids from pre-qualified Bidders will be opened.

No bid for a construction contract shall be received or considered unless the bidder is registered with the Construction Contractors Board. The Contractor and every Subcontractor must have a Public Works Bond filed with the CCB before starting work on the project.

The Owner reserves the right to waive any irregularities in the bids, to reject any or all bids, and to accept only such bids as may be in the Owner's best interest.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 SUMMARY

- A. This Project will be carried out under one General Construction Agreement. This agreement includes all labor, materials, transportation, equipment and services necessary for and reasonably incidental to the completion of all work in connection with the project described in this Project Manual and the accompanying Drawings.
- B. This a formal procurement, Faxed bids will not be accepted.
- C. Bid Documents include the Bid Solicitation, Instructions to Bidders, the Bid Form and the Contract Documents, including any addenda issued prior to receipt of bids. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bid Documents, including Drawings and Project Manual, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
- D. Bidding requirements and obligations shall comply and conform to Part 00100 of the General Conditions of the Standard Specifications or as modified by the Special Provisions or herein.

1.2 DESCRIPTION OF BID ITEMS

- A. Basic Bid: The City of Woodburn Museum & Theater Renovation Project consists of adding new toilet rooms, new wall ceiling and floor finishes, new lighting and miscellaneous upgrading of the Woodburn Museum and Theater.
- B. Bid Alternates: None at this time

1.3 CONSTRUCTION AGREEMENT

- A. The construction contract between Owner and Contractor shall be provided by The City of Woodburn. A sample Agreement is included in these documents.
- B. The Specifications that are applicable to the Work on this Project are included herewith and in the accompanying Drawings.

1.4 SECURING CONTRACT DOCUMENTS

- A. Documents are available on the City Website at <https://www.woodburn-or.gov/publicworks/page/bids-and-rfps> . Physical copies of the Contract Documents will not be available.
- B. Questions regarding the bidding, material or technical requirements should be directed to the Project Manager at:

Jesse Cuomo
Ph. (503) 982-5266
Jesse.Cuomo@ci.woodburn.or.us

INSTRUCTIONS TO BIDDERS

- C. Bidder is responsible for completing and returning all page(s), attachment(s) which require a response.

1.5 PROJECT FINANCING:

- A. The Engineer's estimated range for this project is between: **\$170 AND \$200k**
- B. This project is subject to the prevailing wages rates under the Oregon Prevailing Wages Law.
- C. This project is subject to (PWR) Prevailing Wage Rates available at: <http://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2018.aspx> and listed as "Prevailing Wage Rates for Public works Contracts in Oregon effective July 1, 2018" and "Prevailing Wage Rate Amendment Effective October 1, 2018".

1.6 PREBID CONFERENCE

- 1.7 A mandatory pre-bid conference will be held at: Woodburn Museum & Theater, 455 N. Front Street, Woodburn, OR 97071. This pre-bid conference is mandatory for prospective bidders, in order to have bids considered. Due to health and safety concerns, Bidders will be required to reserve a time on Wednesday August 25, 2021, at one of the following times: 10:00 a.m.; 11:00 a.m.; 12:00 p.m., so that a minimum number of people are present in the building at any one time. Visitors will be asked to maintain a safe distance of 6' between all individuals in attendance, and will be required to wear a mask regardless of being vaccinated. To reserve a time slot, contact:

Jesse Cuomo
Ph. (503) 982-5266
Jesse.Cuomo@ci.woodburn.or.us

1.8 SUBMISSION OF BID

- A. All bids must be prepared on the forms provided by the Architect and submitted in accordance with the Instructions to Bidders. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement to Bid, or prior to any extension thereof issued to the bidders.
- B. At the discretion of the Project Manager, Addenda (um) and Contract clarifications shall either be posted on the City, Engineering Division website or delivered to Plan Holders via email. Potential Bidders should check the website on a daily basis until the Bid Opening date. Website can be found at <https://www.woodburn-or.gov/publicworks/page/bids-and-rfps>
- C. Addenda must be signed and submitted with the Bid Proposal to be considered a responsive offer.

[Bidder's Name]
[Bidder's Address]
Bid For: The City of Woodburn Museum & Theater Reroof and Seismic Upgrades

1.9 AWARD OF THE CONTRACT

INSTRUCTIONS TO BIDDERS

- A. Award of the Contract, by the Contract Review Board (City Council), will be by recommendation of the Economic Development Division, based on the lowest cost offer of the responsive and responsible Bidders in accordance with Section 00130 of the Oregon Standard Construction Specifications and all modifications by Special Provisions.
- B. The successful bidder shall promptly furnish a Performance Bond, which shall be an Oregon Public Works Contract Bond, in compliance with the requirements of Chapter 279C.380, Oregon Revised Statutes, in an amount equal to 100 percent of the cost of the work, such bond to be written by properly qualified surety authorized to do business in the State of Oregon.

1.10 PERMITS LICENSES AND TAXES

- A. The City will obtain and pay for the Building Permit, and permits and fees associated with land use and site development. The contractor or subcontractors will be responsible for Electrical, Mechanical and Plumbing permits. See Oregon Standard Specifications for Construction", Volume I (General Conditions) 00171.02 and 00170.03 for clarification.

1.11 EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

- A. Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of contracts.
- B. By signature of the authorized representative of the bidder/proposer on the proposal, the bidder/proposer hereby certifies to the City of Woodburn that this bidder/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.
- C. All information and reports required by Oregon governments having responsibility for the enforcement if such laws shall be supplied to the Owner upon request, for purposes of investigation to ascertain compliance with such acts, regulations, and orders.

END OF DOCUMENT

PRE-BID MEETING

PART 1 GENERAL

1.1 SCHEDULE AND ATTENDANCE

- A. This pre-bid meeting is mandatory, all prospective bidders are required to attend.
- B. Meeting Date: August 25, 2021
- C. Meeting Time: 10:00 a.m.; 11:00 a.m.; 12:00 p.m.
- D. Meeting Location: 455 N. Front Street, Woodburn OR
- E. Attendance: Owner, Architect, general contract bidders, and major sub-bidders.

1.2 ADMINISTRATION OF MEETING

- A. Architect will make arrangements for and preside at pre-bid meeting.
- B. Architect will record items discussed and decisions made at pre-bid meeting.
- C. Architect will distribute copies of pre-bid meeting decisions to bidders in an addendum.

1.3 AGENDA

- A. The following is the minimum agenda for the pre-bid meeting:
 - 1. Review of bid form requirements.
 - 2. Review of first-tier subcontractor disclosure requirements.
 - 3. Review or limits for staging and parking.
 - 4. Review of restrictions on use of premises.
 - 5. Review of insurance requirements.
 - 6. Review of bonding requirements.
 - 7. Review of construction schedule.
 - 8. Questions from bidders.

END OF DOCUMENT

PRELIMINARY SCHEDULES

PART 1 GENERAL

1.1 CRITICAL DATES

- A. Start construction work within seven days after receiving Notice to Proceed from the Owner, but not later than **October 18, 2021.**
- B. Obtain Substantial Completion of the Project not later than **5:00 p.m., Friday March 11, 2021**
- A. Construction Schedule by Contractor: Division 1 Section "Summary of Work."

END OF DOCUMENT

BID FORM

TO: City of Woodburn

FROM: _____ (Name of Bidder)

1.1 BIDDER AGREEMENT

A. The Undersigned has:

1. Reviewed the City of Woodburn Project Manual and Drawings.
2. Reviewed Addenda Numbers _____ inclusive.
3. Examined the site and conditions affecting the Work.

B. The Undersigned agrees:

1. To hold this Bid open for 30 days subject to provisions in Bidding Requirements Document "Instructions to Bidders."
2. That Bid Forms not indicating that Addenda were received prior to Bid Date may be rejected by the Owner.
3. That this Bid has been arrived at by the Bidder independently and has been submitted without collusion designed to limit independent bidding and competition.

C. If awarded a contract, the Undersigned agrees:

1. To enter into and execute a Contract on the basis of this Bid.
2. To deliver to the Owner a formal written Agreement subject to provisions in Bidding Requirements Document "Instructions to Bidders."
3. To commence the Work no later than seven days after the date of execution of the Contract or receipt of Notice to Proceed, whichever occurs first.
4. To complete the Work in accordance with the Contract Documents for the amount set forth in this Bid Form.
5. To complete the Work within the time period stipulated in Bidding Requirements Document "Preliminary Schedules."

BID FORM

1.2 BID AMOUNTS

- A. Basic Bid, Stipulated Sum: \$ _____ dollars.
- B. Bid Alternate No. 1, Stipulated Sum: \$ _____ dollars.
- C. Unit Prices: none
- D. Number of days to complete construction: _____ days.

1.3 BIDDER'S SIGNATURE AND IDENTIFICATION

Please print or type all information requested below (except where signature is required).

Name of Proprietorship, Partnership,
or Corporation

Signature of Proprietor, Partner,
or Corporate Official

Street Address

Name of Signatory

Mailing Address

Date Signed

City, State, and Zip Code

If Corporation, Attest:

Phone Number

Secretary of Corporation

Employer ID Number

State of Incorporation

Construction Contractors Board Number

END OF DOCUMENT

CERTIFICATION PAGE

Each Bidder (offeror) must read and comply with the following Sections. Failure to do so may result in bid/proposal (offer) rejection.

_____ *"Bidder will comply with the provisions of Oregon Revised Statutes (ORS) 279C.840".*
Initial

RESIDENCY INFORMATION

ORS 279A.120 (2) states "For the purposes of awarding a public contract, a contracting agency shall: (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" [ORS 279A.120(1)(b)].

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above [ORS 279A.120 (1)(b)].

Check one: Bidder is a RESIDENT bidder NON-RESIDENT bidder.

CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS

By my signature in Form of Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises certified under ORS 200.055, in obtaining any required subcontract or against a business enterprise that is owned or controlled by or that employs a disable veteran as defined in ORS 408.225.

CERTIFICATION OF COMPLIANCE WITH OREGON TAX LAWS

By my signature in Form of Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws.

For purposes of this certificate, 'Oregon Tax Laws' means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue.

VERIFICATION OF RESPONSIBILITY

The City reserves the right, pursuant to ORS 279C.375 and OAR 137-049-0390, to investigate and evaluate, at any time prior to award and execution of the contract, the lowest bidder's (apparent successful offeror's) ability to perform the contract. Submission of a signed offer shall constitute approval for the City to obtain any information the City deems necessary to conduct the evaluation. The City shall notify the apparent successful offeror, in writing, of any other documentation required. Being a responsible bidder may include having the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise to perform the contract. Contractor shall have a satisfactory record of contract performance. The Contractor shall also have a satisfactory record of integrity. An unsatisfactory record of integrity may include previous violations of state environmental laws or a false certifications made to any Public Agency. The Contractor is to be qualified legally to contract with the City of Woodburn. Failure to promptly provide any requested information may result in bid/proposal rejection.

The City may postpone the award of the contract after announcement of the apparent successful offeror in order to complete its investigation and evaluation. Failure of the apparent successful offeror to demonstrate responsibility, as required under ORS 279C.375 and OAR 137-049-0390, may render the offeror non-responsible and shall constitute grounds for offer rejection.

DRUG TESTING POLICY CERTIFICATION

DRUG-TESTING POLICY CERTIFICATION:

By my signature in Form of Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in the matter, and to the best of my knowledge the Contractor has a drug-testing program in place which applies to all employees. Contractor shall maintain a drug-testing program at all times during the performance of the Contract awarded. Failure to maintain such a program shall constitute a material breach of contract. [ORS 279C.505J

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: City Of Woodburn Museum & Theater Renovation

BID CLOSING DATE: Sept. 14, 2021 LOCAL TIME: **12:00 pm**

DISCLOSURE DEADLINE DATE: Sept. 14, 2021 LOCAL TIME: **2:00 pm**

This form must be submitted in a separate envelope within two (2) business hours of the advertised bid closing date at the location specified in the Invitation to Bid..

List below the Name, Dollar Value, Category of each subcontractor that will be furnishing labor or materials that are required to be disclosed. Enter "NONE" if there are no subcontractors that need to be disclosed. (If needed, attach additional sheets.)

NAME	DOLLAR VALUE	CATEGORY
1.	\$	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	
7.	\$	
8.	\$	
9.	\$	

The above listed first-tier subcontractor(s) are providing labor or materials with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000 (add all additive alternates and subtract all deductive alternates).
- b) \$350,000 regardless of the percentage of the total Contract Price.

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A BID SUBMITTAL BECOMING NON-RESPONSIVE, AND SUCH BIDS SHALL NOT BE CONSIDERED FOR AWARD.

Form Submitted By (Bidder Company Name): _____

Contact Name: _____ Phone No.: (____) _____

DELIVER FORM TO: Drop Box in parking lot in front of City of Woodburn, City Hall
270 Montgomery St
Woodburn, OR 97071

THIS DOCUMENT SHALL NOT BE FAXED. It is the responsibility of bidders to separately submit this disclosure form and additional sheets, with the words "DISCLOSURE FORM", the Project Name clearly marked on the envelope, at location indicated above by the specified deadline.

AGREEMENT FORM

PART 1 GENERAL

1.1 SUMMARY

- A. The contract between Owner and Contractor shall be as provided by The City of Woodburn, is hereby incorporated as part of the Contract Documents and follows this page.

END OF DOCUMENT

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____, by and between _____, hereinafter called "CONTRACTOR" and the CITY OF WOODBURN, an Oregon Municipal Corporation, hereinafter called "City" or "Owner".

The Contractor, for the consideration hereinafter named, does hereby agree to furnish all materials, equipment, labor and necessary implements for the construction of _____ and doing such other work as is necessary to make an appropriate and complete improvement.

All of said work shall be done according to the terms, conditions, and requirements of the Contract Documents including the: Advertisement of Bids, Contractor's signed Proposal, information to bidders, special specifications, general conditions, standard specifications, general specifications, and plans and Addendum Nos. _____ for said improvement, which Contract Documents by this reference are made a part of this agreement.

Said improvement shall be completed by the date specified in said Contract Documents.

Payments shall be made as provided in the Contract Documents. The contract amount, as approved by the Council on _____, 20____, and agreed by the Contractor, is \$_____.

The Contractor will pay the prevailing wage rates in accordance with ORS279C.830 and as amended by Davis Bacon and all current amendments as set forth in the contract.

NOW, THEREFORE, in consideration of the faithful performance of the covenants and agreements hereinbefore made by the Contractor, the City hereby covenants and agrees to pay the Contractor as in said Contract Documents provided.

IN WITNESS WHEREOF, the respective parties hereto have each caused these presents to be executed in duplicate the day and year first above written.

CITY OF WOODBURN, OREGON

ATTESTED:

Heather Peirson, *CITY RECORDER*

ERIC SWENSON, *MAYOR*

CONTRACTOR: _____
Organization

By: _____ . Title: _____

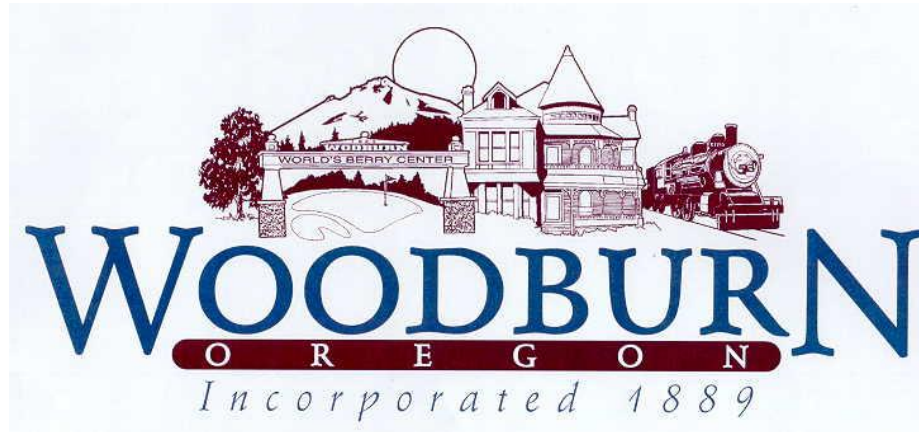
GENERAL CONDITIONS

PART 1 GENERAL

1.1 SUMMARY

- A. The General Conditions of the Contract are the “General Conditions” as provided by The City of Woodburn, which is hereby incorporated as part of the Contract Documents and follows this page.

END OF DOCUMENT



GENERAL CONDITIONS

REVISION – JANUARY 2011

TABLE OF CONTENTS

ARTICLE – A	DEFINITIONS & ABBREVIATIONS -----	1
A.1	Contract Documents	
A.2	Owner	
A.3	Contractor	
A.4	Not Used	
A.5	Written Notice	
A.6	Work	
A.7	Bidder	
A.8	Proposal	
A.9	Days	
A.10	Submittal	
A.11	Architect	
A.12	Sub-Contractor	
A.13	Manufacturer	
A.14	Contract Review Board	
A.15	Field Directive	
A.16	Notice to Proceed	
A.17	Extra Work Directive	
A.18	Notice of Award	
A.19	Construction Agreement	
A.20	Abbreviations	
ARTICLE – B	CONTRACT DOCUMENTS -----	5
B.1	Intent of Contract Documents	
B.2	Inconsistencies and Omissions	
B.3	Alterations	
B.4	Verification of Data	
B.5	Copies to be kept on the Work	
B.6	Copies to be Furnished	
B.7	Ownership of the Drawings	
ARTICLE – C	THE ARCHITECT -----	7
C.1	Authority of the Architect	
C.2	Owner’s Representatives	
C.3	Inspection	
C.4	Rejected Materials	
C.5	Unnoticed Defects	
C.6	Right to Retain Imperfect Work	
ARTICLE – D	THE CONTRACTOR -----	9
D.1	Subcontracting	
D.2	Permits and Licenses	
D.3	Superintendence	
D.4	Reception of Architect’s Direction	
D.5	Facilities and Sanitation	
D.6	Employees	
D.7	Requirements of Oregon Law for Public Contracts	
	<i>Taxes, Contributions to Industrial Accident Fund, Labor & Materials</i>	
	<i>Payment of Claims by Owner</i>	
	<i>Overtime</i>	
	<i>Forfeiture of Contract</i>	
	<i>Payment of medical care</i>	
	<i>Oregon Minimum Wage Rates on Public Works Projects</i>	
D.8	Safety Precautions	
D.9	Protection of Property	

-
- D.10 Materials and Appliances
 - D.11 Access for Inspection
 - D.12 Royalties and Patents
 - D.13 Submittals and Working Drawings

ARTICLE – E PROGRESS OF WORK _____ 14

- E.1 Preconstruction Conference
- E.2 Prosecution of the Work
- E.3 Schedules and Progress Reports
- E.4 Assignment
- E.5 Owner’s right to do Work
- E.6 Not Used
- E.7 Process Control
- E.8 Existing Structures and Utilities
- E.9 Relocations
- E.10 Public Safety and Convenience
- E.11 Delays and Extension of Time
- E.12 Not Used
- E.13 Use of Premises
- E.14 Use of Completed Portions
- E.15 Not Used
- E.16 Cleaning Up

ARTICLE – F CHANGES IN THE WORK _____ 21

- F.1 Unforeseen Difficulties
- F.2 Extra Work
 - General*
 - Force Account Basis*
- F.3. Disputed Work
- F.4. Record Drawings

ARTICLE – G BIDDING, AWARD AND CLOSEOUT _____ 25

- G.1 Bid Process
- G.2 Bid Award
- G.3 Not Used
- G.4 Payment for Work
 - General*
 - Progress Payments*
 - Retainage*
 - Advances on Materials*
 - Deferment of Payments*
 - Final Payment*
- G.5 Not Used
- G.6 Correction of Defective Work After Final Acceptance
- G.7 Release of Liens
- G.8 Project Closeout Sequence
 - Contractor’s Notification*
 - Final Inspection*
 - Certification of Completion*
 - Acceptance of the Project*
- G.9 Guarantee

ARTICLE – H MISCELLANEOUS PROVISIONS _____ 31

- H.1 Temporary Services
 - H.2 Phone Service
 - H.3 Not Used
 - H.4 Protection of the Environment
-

General
Water
Air

ARTICLE – I INSURANCE _____ 33

- I.1 Insurance
 - Workman's Comp*
 - Public Liability and Property Damage*
- I.2 Indemnity
- I.3 Taxes and Charges
- I.4 Bonds
 - Performance*

ARTICLE – J TERMINATION OF CONTRACT _____ 35

- J.1 Contractor's Right to Stop Work or Terminate Contract
- J.2 Owner's Right to Terminate Contract

ARTICLE – A
DEFINITIONS & ABBREVIATIONS

A.1. CONTRACT DOCUMENTS or “CONTRACT”:

1. The "Contract Documents" consist of the Invitation to Bid, the Proposal, the Agreement, the Bonding requirements, the Insurance requirements, the Instructions to Bidders, the General Conditions, Special Provisions, the Technical Specifications, and the Plans, including all modifications (addenda) thereof incorporated into the bound Documents before their execution. These form the Contract and shall also be known as the Bid Documents.

A.2. OWNER:

1. Wherever the word "Owner" or “city” and/or “agency” occurs in these Contract Documents, the word shall signify the City of Woodburn, Oregon, acting through its duly authorized officers, Council and/or Contract Review Board.

A.3. CONTRACTOR:

1. Wherever the word "Contractor" occurs in these Contract Documents, the word shall signify the party or parties contracting with the Owner to perform the work as outlined and contemplated in the Contract Documents.

A.4. NOT USED

A.5. WRITTEN NOTICE:

1. Wherever the term "Written Notice" occurs in these Contract Documents, the term shall signify a written communication delivered in person to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended, or, if delivered or sent by registered mail, to the last business address known to him who gives the notice.

A.6. WORK:

1. Wherever the word "Work" occurs in these Contract Documents, the word shall signify all material, labor, tools, and all appliances, machinery, and appurtenances necessary to perform and complete everything specified in the Contract Documents or shown on the Plans and such additional items of labor, material, and equipment, not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure.

A.7. BIDDER:

1. Wherever the word "Bidder" occurs in these Contract Documents, the word shall signify any person, firm, partnership, or corporation submitting construction proposals on this project.

A.8. PROPOSAL:

1. Wherever the word "Proposal" occurs in these Documents, the word shall signify the bid, in unit prices and/or lump sums submitted, by a Bidder to the Owner, for consideration of the work contemplated.

A.9. DAYS:

1. Wherever the word "Days" occurs in these Documents, it shall mean contract days and the word shall signify calendar days; 7-days per week, 365-days per year.
2. Workdays shall be Monday through Friday excluding Holidays.
3. Holidays shall be the Holidays recognized by the City of Woodburn, OR., and on the day of the week to be observed as designated by the City Council for Department offices to be closed.

A.10. SUBMITTAL:

1. Wherever the word "Submittal" occurs in these Documents, the word shall signify working drawings, catalog cut sheets, brochures, swatches, test samples, certified lab test results and the like, submitted by the Contractor to the Architect, for consideration to be incorporated into the work and process as described in Article D.13

A.11. ARCHITECT

1. Whenever the word "Architect" occurs in these Construction Documents the word shall signify the architectural firm of Deca Architecture, Inc.

A.12. SUB-CONTRACTOR:

1. Whenever the word "Sub-Contractor" occurs in these documents the word shall signify a person or entity that has a direct or indirect contract with the Contractor to perform a portion of the work at the site. Sub-Contractors have no binding relationship to the Owner except what is allowed by Oregon Law; see Article D(3).

A.13 MANUFACTURER:

1. Whenever the word "manufacturer" occurs in these documents the word shall signify a person or entity who has an agreement with the Contractor to supply specified and/or incidental parts, material, equipment, tools, appurtenances, etc. for performance of the work. The term manufacturer shall be synonymous with supplier even though the supplier may be a separate and independent agent retailing for several or varying manufacturers.

A.14 CONTRACT REVIEW BOARD:

1. The Owner's ultimate authority is the elected officials of the City Council for the City of Woodburn, OR. The Council also operates as the Contract Review Board under ORS 279.055 and the Attorney General's Model Public Contract Rules. All decisions of the Contract Review Board are final.

A.15 FIELD DIRECTIVE:

1. Supplemental instructions, clarifications and/or minor changes consisting of a written directive, which may or may not modify the Contract amount.

A.16 NOTICE TO PROCEED:

1. A written notice to the Contractor from the Agency to begin tasks required by the Contract to break ground and commence construction.

A.17 EXTRA WORK DIRECTIVE:

1. Written order issued by the Owner modifying or requesting work not otherwise directed in the Contract and establishing a cost. The cost of this order has to be approved by the Owner prior to work beginning.

A.18 NOTICE OF AWARD:

1. Written notice to the Contractor from the Owner that the Contract Review Board has approved award of the apparent lowest bidders offer. Actual award will be determined when both parties sign the Construction Agreement.

A.19 CONSTRUCTION AGREEMENT:

1. Also called the "Agreement" is the signed form binding the Owner to the Contractor for the offer included in the Bid Documents and acted upon by the Owner.

A.20 ABBREVIATIONS:

1. The following is a list of common professional and industry abbreviations which may be referred to in these contract documents.

AA	Aluminum Association
AAN	American Association of Nurserymen
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute of Steel Contractors
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturer's Association

CGA	Compressed Gas Association
CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete Reinforcing Steel Institute
FM	Factory Mutual
FS	Federal Specification
GA	Gypsum Association
HI	Hydraulic Institute
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers, Inc.
ISA	Instrument Society of America
JIC	Joint Industry Conferences of Hydraulic manufacturers
MS	Military Specification
MUTCD	Manual Uniform Traffic Control Devices (w/ Oregon Supplements)
NBHA	National Builders' Hardware Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NHLA	National Hardwood Lumber Association
NLMA	National Lumber Manufacturers' Association
NWMA	National Woodwork Manufacturers' Association
ODOT	Oregon Department Of Transportation
OSHA	Occupational Safety and Health Act
PS	Product Standard Section
RLM	RLM Standards Institute, Inc.
RMA	Rubber Manufactures' Association
SDI	Steel Door Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
UBC	Uniform Building Code
UL	Underwriters' Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
WCLIB	West Coast Lumber Inspection Bureau
WWPA	Western Wood Products Association

ARTICLE – B
CONTRACT DOCUMENTS

B.1. INTENT OF CONTRACT DOCUMENTS:

1. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Documents is to require that the Contractor shall furnish all labor and material (except specific items to be furnished by the Owner or by the others when specifically set forth in the Contract Documents), equipment, machinery, and transportation necessary for the proper execution of the work. Materials or work described in words, which so applied, have a well-known technical and trade meaning shall be held to refer to such recognized standards.

B.2. INCONSISTENCIES AND OMISSIONS:

1. Where inconsistencies between the Special Provisions and any other part of these Documents, the Special Provisions shall govern. Any discrepancies, omissions or errors, found in the Contract Documents or differences between the site conditions and those indicated in the Contract Documents shall be reported to the Architect immediately. The Architect will correct, in writing, such omissions or errors, within a reasonable time.
2. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:
 1. Bid Proposal
 2. Special Provisions
 3. General Conditions
 4. Plans
 5. Technical Specifications
3. Dimensions on plans shall take precedence over scale dimensions; detailed plans shall take precedence over general plans.

B.3. ALTERATIONS:

1. The Owner, without invalidating the Contract may order extra work or make changes by altering, adding to, or deducting from the work. All such work shall be executed under the conditions of the original Contract, except that claim for extension of time and payment for extra work caused thereby shall be adjusted at the time of ordering such change. In giving instructions, the Architect may order minor changes in the work not involving extra cost and not inconsistent with the purposes of the structure, but otherwise, except in emergency endangering life or property, extra work or deductions from the work shall be performed only in pursuance of a written order from the Owner, signed or countersigned by the Architect, or written notice from the Architect stating that the Owner has authorized the deduction, extra work, or change; and no claim for additional payment shall be valid unless so ordered. If the work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated profits.

B.4. VERIFICATION OF DATA:

1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work; the conformation of the ground; character, quality, and quantity of the materials to be encountered; the character of equipment and facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B.5. COPIES TO BE KEPT ON THE WORK:

1. The Contractor shall keep one copy of the Specifications and Plans on the work site, in good order and available to the Architect.

B.6. COPIES TO BE FURNISHED:

1. The Architect will furnish to the Contractor, on request and free of charge, six (6) copies of the Contract Specifications and six (6) sets of full-scale plans. Additional copies may be obtained on request by paying the actual cost of reproduction.

B.7. OWNERSHIP OF DRAWINGS:

1. All Plans, Drawings, Specifications, and copies thereof furnished are the property of the Owner. They are not to be used on other work and shall be returned to him upon request, at the completion of the work. All models are the property of the Owner.

ARTICLE – C
THE ARCHITECT

C.1. AUTHORITY OF THE ARCHITECT:

1. The Architect is the Owner's representative during the construction and shall observe the work in progress on behalf of the Owner. He has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. He shall also have authority to reject all work and materials, not conforming to the Contract.

C.2. OWNER'S REPRESENTATIVES:

1. The Owner may assign Assistants to various portions of the work. It is understood that such assistants shall have the power, in the absence of the Architect, to issue instructions and make decisions within the limitations of the authority of the Architect. The authority of such assistants shall, however, be limited to the particular portion or phase of the work to which they are assigned and by the particular duties assigned to them.

C.3. INSPECTION:

1. The Architect will observe the work to the extent necessary to determine that the provisions of the Contract Documents are being properly fulfilled. All materials furnished and work performed under these Contract Documents will be subject to rigid inspection. The inspection of the work done shall not relieve the Contractor of his obligations to furnish materials and perform acceptable work in conformance with these Contract Documents.

C.4. REJECTED MATERIALS:

1. Any material condemned or rejected by the Architect due to nonconformity with the Contract Documents shall be removed at once from the vicinity of the work site by the Contractor at his own expense, and the same shall not be used on the work.

C.5. UNNOTICED DEFECTS:

1. Any defective work or material that may be discovered by the Architect before the final acceptance of work, or before final payment has been made, or during the guarantee period, shall be removed and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the Architect to condemn or reject, bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

C.6. RIGHT TO RETAIN IMPERFECT WORK:

1. If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accordance with the Plans and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the removal of such work will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work, but may make such deductions in the final payment therefore as may be just and reasonable.

ARTICLE – D

THE CONTRACTOR

D.1. SUBCONTRACTING:

1. Bidders shall submit a “First-Tier Sub-Contractor’s Disclosure Form” in accordance with the Instructions to Bidders.
2. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
3. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

D.2. PERMITS AND LICENSES:

1. The Contractor shall keep himself fully informed of all local ordinances, State and Federal laws affecting the work herein specified. He shall at all times comply with said ordinances, laws, and regulations, and protect and indemnify the Owner and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses, and easements for pavement structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

D.3. SUPERINTENDENCE:

1. The Contractor shall have on site a competent superintendent and necessary assistants, all satisfactory to the Owner. The Contractor shall give efficient supervision to the work, using his best skill and attention. The superintendent shall not be changed, except by consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D.4. RECEPTION OF ARCHITECT'S DIRECTION:

1. The superintendent, or other duly authorized representative of the Contractor, shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor. Important directions will be confirmed in writing to the Contractor. Other directions will be so confirmed on written notice in each case.

D.5. FACILITIES AND SANITATION:

1. The necessary sanitary conveniences, properly secluded from public observation, shall be erected and maintained by the Contractor at all times while workmen are employed on the work, and the use of such sanitary conveniences shall be strictly enforced. Type and location of such conveniences shall be approved by the Owner. The Contractor shall provide first-aid equipment and other facilities as are or may be required by the laws of the State, County, and City.

D.6. EMPLOYEES:

1. The Contractor shall employ only competent, skillful workmen to do the work; and whenever any person shall appear to the Owner to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the work site immediately upon notification from the Owner and shall not be employed on the work again, except by consent of the Owner. The Contractor shall at all times enforce strict discipline and good order among his employees. The Contractor shall comply with all applicable labor rules, wage scales, and regulations, including nondiscriminatory laws, of the Government of the United States, State of Oregon, and City Of Woodburn.

D.7. REQUIREMENTS OF OREGON LAW FOR PUBLIC CONTRACTS:

1. TAXES, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LABOR, AND MATERIALS: The Contractor shall make payment promptly as due to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for herein, and shall pay all contributions or amounts due the State Industrial Accident Fund from the Contractor or subcontractors incurred in the performance of this Contract, and shall pay to the State Tax Commission all sums withheld from employees pursuant to ORS 316.711 and ORS 316.714, as amended.
 2. PAYMENT OF CLAIMS BY THE OWNER: The Contractor shall permit no lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. In the event the Contractor shall fail, neglect, or refuse to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, whether said services and labor be performed for the Contractor or a sub-contractor, then, in such event, the proper officer or officers representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of his Contract in accordance with the provisions of ORS 279C.600 through 279C.625. The payment of a claim in the manner authorized herein shall not relieve the Contractor or his Surety from his or its obligation with respect to any unpaid claims.
 3. OVER TIME: No person shall be employed more than 8-hours in any one day for 40-hours in any one week, except in cases of necessity, emergencies, or where the public policy absolutely requires it; in such cases, the laborer shall be paid at least time-and-one-half pay for all overtime in excess of 8-hours a day and for work performed on weekends and on legal holidays.
 4. FORFEITURE OF CONTRACT: This Contract may be canceled at the election of the Owner for any willful failure or refusal to faithfully perform the Contract according to its terms in Article J(2) herein.
 5. PAYMENT OF MEDICAL CARE: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care, or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services, and all monies and sums which the Contractor:
 - a. May or shall have deducted from the wages of his employees for such services pursuant to the terms of ORS 655.010, to ORS 665.160, and any Contract entered into pursuant thereto; or
-

- b. Collected or deducted from wages of his employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

6. OREGON MINIMUM WAGE RATES ON PUBLIC WORKS PROJECTS:

- a. Contracts in the amount of less than \$50,000.00 are not subject to BOLI Prevailing wage rates. They are subject to Oregon Minimum Wage rates, latest revision.

D.8. SAFETY PRECAUTIONS:

- 1. The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with 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. The Contractor shall, without further order, provide and maintain at all times during the progress or temporary suspension of work, suitable barricades, fences, signs, signal lights, and flagmen as are necessary or required to ensure the safety of the public and those engaged in the work. The work is to be so conducted that no liability will accrue under the Employer's Liability Act of the State of Oregon.

D.9. PROTECTION OF PROPERTY:

- 1. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property and the public and private property of others from injury or loss arising in connection with this Contract. He shall make good any such damage, injury, or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and in the Contract Documents.
- 2. Structures, facilities or other property damaged due to work by the Contractor on this contract shall be replaced or repaired, to like new condition, to the satisfaction of the Architect and at no additional cost to the Owner.
- 3. In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Architect, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury; and he shall so act, without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement or arbitration.

D.10. MATERIALS AND APPLIANCES:

- 1. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.
- 2. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same as requested by the Architect. When required, the

Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

D.11. ACCESS FOR INSPECTION:

1. The Architect and his representatives and authorized representatives of State and Federal agencies shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access routes.
2. If the specifications, the Architect's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Architect timely notice of the date fixed for such inspection. Inspections by the Architect will be promptly made, and where practical at the source of supply. If any work should be covered without approval or consent of the Architect, it shall, if required by the Architect, be uncovered for examination at the Contractor's expense.
3. Examination of concealed work may be ordered by the Architect, and if so ordered, the Contractor shall uncover the work. If such work is found not in accordance with the Contract Documents, the Contractor shall correct the defective work at no additional cost to the Owner.

D.12. ROYALTIES AND PATENTS:

1. The Contractor shall pay for royalty and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect or the Owner.

D.13. SUBMITTALS AND WORKING DRAWINGS:

1. The Contractor shall (at his expense) submit three (3) full and bound sets of submittals. Submittals shall be shop or working drawings and/or catalog cuts of fabricated and manufactured items (including mechanical and electrical equipment), and materials required for the construction. After review, one full set will be retained by the Architect and one returned to the Contractor. Individual submittals marked for resubmission can be transmitted individually but shall be submitted in a set of three (3) and will likewise be distributed.
2. Submittal material shall be presented in sufficient time to allow the Architect not less than ten business days for examination and review of the submittals. No material, equipment and/or components shall be purchased, delivered or installed on the work until the Architect has approved the submittal.
3. Submittals shall be accurate, distinct and complete, and shall contain all required information, including satisfactory identification of items, units, and assemblies in relation to the Plans and Specifications. If a brochure is used for submittal the Contractor shall clearly mark or highlight the intended item and include size, color, type to include all options available.

4. Submittals shall come to the Architect through the Contractor only (not through his subcontractors or suppliers). The Contractor shall be responsible for reviewing submittals for content and clarity.
5. Incomplete or unchecked shop drawings will not be accepted, and shop drawings which, in the opinion of the Architect, clearly indicate that they have not been checked by the Contractor will be considered as failing to comply with the intent of the Contract Documents and will be returned to the Contractor for resubmission in the proper form.
6. The approval of submittals by the Architect shall not relieve the Contractor from responsibility for correctness of dimensions, fabrication details and space requirements unless the Contractor has called attention to such deviations, in writing, and the Architect approves the change or deviations in writing.
7. When the Contractor calls deviations to the attention of the Architect, the Contractor shall state in writing whether he claims a deduction or extra cost adjustment relating to the deviation(s).
8. Refer to Appendix A for a checklist of submittals required. Submittals for this specific project are shown highlighted or checked in the Appendix. This check list is intended to make submission and tracking easier. It is not necessarily a complete list. The Architect may require submittals on additional items not on the list.

ARTICLE – E
PROGRESS OF THE WORK.

E.1. PRECONSTRUCTION CONFERENCE:

1. When the Bid has been approved by the City Council and the Contract is signed by all parties, a preconstruction conference will be scheduled. The conference time will be made convenient to Owner, Architect and the Contractor. The conference will take place at City Hall Annex (Public Works Building, 190 Garfield Street).
2. Contractor shall turn in any outstanding schedules, bonds, or other submittals required by the contract documents, at the time and place of the preconstruction conference or prior to that time.
3. The “Notice to Proceed” will be mailed to the Contractor after discussion of schedule at the preconstruction conference and after the requirements cited in paragraph two, above, have been met.
4. It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are of the essence in this Contract.

E.2. PROSECUTION OF THE WORK:

1. The work shall be prosecuted at such time and in or on such part or parts of the project as may be required, to complete the project as contemplated in the Contract Documents and the approved construction schedule. It is expressly understood and mutually agreed between all parties to the Contract that the Architect shall not determine or be responsible for construction methods.
2. The Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work will be in conformance with the Contract Documents within the Contract time.
3. If the Contractor desires to carry on work at night or outside the regular hours, he may submit application to the Owner; but he shall allow ample time to enable satisfactory arrangements to be made for inspecting the work in progress. If granted permission, he shall provide light for the different parts of the work in a manner satisfactory to the Owner and shall comply with all regulations of the City and State or other public body having jurisdiction.

E.3. SCHEDULES AND PROGRESS REPORTS:

1. Contractor shall furnish the Owner schedules of expected progress of work under the Contract, showing approximately the dates on which each part or division of the work is expected to begin and finish. The progress schedules shall be submitted regularly and shall cover a time period satisfactory to the Owner. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract in the shops and in the field, stating the existing status, rate of progress, estimated time of completion, and cause of delay, if any.

E.4. ASSIGNMENT:

1. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other; nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Owner.

E.5. OWNER'S RIGHT TO DO WORK:

1. If the Contractor should, in the opinion of the Architect, neglect to prosecute the work properly or should neglect or refuse at his own cost to take up and replace work as shall have been rejected by the Architect, then the Owner shall notify the Surety Company of the condition and after ten (10) days written notice to the Contractor and the Surety Company, or without notice if an emergency or danger to the work or public exists, and without prejudice to any other right which the Owner may have under this Contract, take over that portion of the work which has been improperly executed and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor.

E.6. NOT USED**E.7. PROCESS CONTROL:**

1. It is the intention of these Contract Documents that the progress of work shall precede in a systematic manner so that a minimum of inconvenience will result to the public in the course of construction. It is, therefore, necessary that the Contractor confine his operations to as small a length of work area per crew as is feasible.
2. Cleanup of all construction debris shall be completed immediately following the completion of the project or any portion of the project.

E.8. EXISTING STRUCTURES AND UTILITIES:

1. The Contractor shall exercise all possible caution to prevent damage to existing structures and utilities whether above or underground. An attempt has been made to show these structures and utilities on the Plans. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and it is presented simply as a guide to possible difficulties. The Contractor shall notify all utility offices concerned at least 48 hours in advance of construction operations in which a utility's facilities may be involved. This shall include but not be limited to water, telephone, electric, gas, and television services. Mailboxes, if damaged during construction, shall be replaced at Contractors expense. Mail deliveries shall continue during construction as scheduled by U.S. Mail.
2. It shall be the responsibility of the Contractor to locate and expose all existing structures and utilities in advance of excavation. Any structures or utilities damaged by the work shall be repaired or replaced in a condition equal to or better than the conditions prior to the damage. Such repair or replacement shall be accomplished at the Contractor's expense without additional compensation from the City. The Contractor shall notify the City of any damaged underground structure or utility, and repairs or replacements shall be made before backfilling takes place.
3. If the Contractor encounters existing structures which will prevent the construction of any portion of the project and which are not properly shown on the Plans, he shall notify the Architect before continuing with the construction, in order that the Architect may

make such field revisions as necessary to avoid conflict with the existing structures. The cost of waiting or "down" time during such field revisions shall be borne by the Contractor without additional cost to the City. If the Contractor shall fail to so notify the Architect when an existing structure is encountered, but shall proceed with the construction despite this interference, he shall do so at his own risk. In particular, when the location of the new construction, as shown on the Plans, prohibits the restoration of existing structures to their original conditions, the Contractor shall notify the Architect so that field relocation may be made to avoid the conflict.

4. **ATTENTION: Oregon law requires the Contractor 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. Reference ORS 757.542.**

E.9. RELOCATIONS:

1. During the progress of construction, it is expected that minor relocations may be necessary. Such relocations shall be made only by direction from the Architect. Unforeseen obstructions encountered as a result of such relocations will not be subject for claims for additional compensation by the Contractor to any greater extent than would have been the case had obstruction been encountered along the original location.

E.10. PUBLIC SAFETY AND CONVIENENCE:

1. The Contractor shall comply with all rules and regulations of the City and State authorities regarding the closing of public streets or highways to the use of public traffic. No public road shall be closed by the Contractor, except by express permission of the Owner and in accordance with City Ordinance. Traffic must be kept open on those roads and streets where no detour is possible. The Contractor shall, at all times, conduct his work so as to assure the least possible obstruction to traffic and normal commercial pursuits. All obstructions within traveled roadways shall be delineated by approved signs, barricades and lights where necessary or ordered by the Architect for the safety of the traveling public. The convenience of the general public and residents along the project worksite, and the protection of persons and property are of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner.
2. The Contractor shall use every reasonable precaution to safeguard the persons and property of the traveling public. Failure of the Owner or Architect to notify the Contractor to maintain barricades, barriers, lights, flares, danger signals, or watchmen shall not relieve the Contractor from his responsibility. All barricades and obstructions shall be protected at night by signal lights, which shall be suitably distributed across the roadway and kept burning sunset to sunrise. Barricades shall conform to the latest revision of MUTCD and as amended by the Oregon supplement.

E.11. DELAYS AND EXTENSION OF TIME:

1. If the Contractor be delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect, or of any employee of either; or by any separate contractor employed by the Owner; or by changes ordered in the work; or by strikes, lockouts, fire, unusual delays in transportation, unavoidable casualties or any causes beyond the Contractor's control which justified the delay; or by delay authorized in

writing by the Architect, then the date for completion of the work shall be extended. Within a reasonable period after the Contractor submits to the Architect a written request for an extension of time, the Architect will present his written recommendations to the Owner stating his opinions on whether or not the delay justified an extension of time; and, if so, the number of days extension due the Contractor. The Owner will make the final decision on all requests for extensions of time.

2. No such extensions shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the Architect. In the case of a continuing cause of delay, only one claim is necessary.
3. This section does not exclude the recovery of damages for delay by either party under other provisions in these Contract Documents.

E.12. NOT USED

E.13. USE OF PREMISES:

1. The Contractor shall confine his equipment, the storage of materials, and the operation of his workmen to limits as noted in summary of work or directions of the Architect and shall not unreasonably encumber the premises with his materials. The Contractor shall provide, at his own expense, the necessary rights-of-way and access to the work that may be required outside the limits of the Owner's property.
2. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

E.14. USE OF COMPLETED PORTIONS:

1. The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but such taking possession and use shall not be deemed as acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of the work, or delays the completion of the work, the Contractor shall be entitled to extra compensation or an extension of time, or both. Should such condition or conditions prevail, the Contractor shall submit his claim for additional compensation or extension of time, in writing, to the Architect. The Architect will review the claim and present his recommendations to the Owner in writing. The Owner will make the final decision on the claim.

E.15. NOT USED

E.16. CLEANING UP:

1. The Contractor shall, at all times, at his own expense, and without further order, keep property on which work is in progress free from accumulations of waste material and rubbish caused by employees or by the work, and at all times during the construction period shall maintain structure sites, rights-of-way, adjacent property, and the surfaces of streets and roads on which work is being done in a safe condition for the Contractor's workers and the public and until the project has been signed off as complete.

ARTICLE – F
CHANGES IN WORK

F.1. UNFORESEEN DIFFICULTIES:

1. The Contractor shall protect his work and materials from damage due to the nature of work, the elements, carelessness of other contractors, vandalism or from any cause what-so-ever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.
2. If differing site conditions are encountered and Contractor has notified Architect in writing, the following procedure shall apply:
 - a. Architect shall promptly investigate the conditions. If he finds that conditions are as described in the Contractor's written notice, and that those differing conditions would cause a substantial change in the Contractor's cost or time to complete the work, the Architect shall recommend an appropriate adjustment to either the Contract price, the time for completion, or both. The Owner shall make final determination of any adjustments to price or time. The Architect 's recommendation shall not be binding on the Owner.
 - b. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required herein: provided, however, the time prescribed for notification may be extended by the Architect.
 - c. No claim by the Contractor for an adjustment to the Contract shall be allowed if asserted after payment for the affected work has been made.
 - d. The Contractor shall not be relieved from his obligation to resume construction operations on the site pending a decision on the validity of any claim, or pending the execution of a negotiated agreement to cover additional cost recognized under the provisions of this Section, unless permitted otherwise by the Architect.
 - e. If an agreement cannot be reached under this Subsection, the Contractor may proceed with a claim under Subsection 3.3.
 - f. If the Contractor proceeds with his performance without following the requirements herein it shall constitute acceptance by the Contractor of the condition encountered and shall waive any right for a subsequent modification to the Contract.

F.2. EXTRA WORK:

1. GENERAL: Extra work is any form or amount of work not specifically detailed in the Documents or is beyond the quantities identified in the Proposal. Extra work is one of two types; work which is of the nature that is in the Contract and work that is not in the scope of the Contract. Upon written order (Extra Work Directive) from the Owner the Contractor shall perform extra work. If that work is in the nature of the Contract it shall be conducted and paid at established unit prices per the Contract. If it is not in the scope of the Contract it shall be carried out at prices agreed upon between the parties

of the Contract. If prices cannot be agreed upon the extra work shall be paid for as force account work.

2. **FORCE ACCOUNT BASIS**: Contractor shall provide an itemized, estimated cost of the related work. Included shall be unit costs for all labor, equipment, materials and special services for the work and any by subcontractors that are expected to accomplish force account work. All itemized costs must be agreed to in writing prior to beginning of the work.
- a. Records shall be maintained in a manner as to provide a clear distinction between direct cost of extra work and costs of other operations performed in connection with the Contract.
 - b. Furnish to the Owner signed daily reports of extra work to be paid for on a force account basis. Itemize materials used and set forth, the direct cost of labor and charges for equipment rental, whether furnished by Contractor, or Subcontractor. Provide names, identifications, and classifications of workers, the hourly rate of pay and hours worked, and the size, type, and identification number of equipment and hours of equipment operation.
 - c. Substantiate material charges by vendors' invoices, submit such invoices with the reports; or, if not available, submit with subsequent reports. In the event said vendors' invoices are not submitted within 15 days after acceptance of the work, Owner reserves the right to establish the cost of such materials at the lowest current price at which said materials are available in the quantities concerned, delivered to the location of the work.
 - d. Contractor shall submit in the form of a request for a change order his request for payment of all force account work upon completion of the work and shall further include all back up data requested by the Owner.
 - e. When force account work is ordered by the Owner, it will be paid for in the following manner;

LABOR - All labor, including foremen, equipment operators, laborers and all specialists will be paid two (2) times labor rate as listed in the Oregon Minimum Labor Rate schedule for the class of labor used in Forced Account work. This rate shall be full compensation for wages, fringe, benefits, insurance, taxes, and subsistence.

MATERIALS - For all materials actually used in the work, in accordance with the instructions of the Owner, except such as are to be furnished and paid for under rental rates applicable in connection with the use of equipment as hereinafter provided. The Contractor shall be paid the actual cost thereof to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, including transportation costs to the job site; subject to the following conditions: If a cash or trade discount is offered or is available to the purchaser, it shall be credited to the Owner notwithstanding the fact that such discount may not have been taken. If materials are procured other than by direct purchase from and direct billing by the supplier, the cost thereof shall be deemed to be the price paid to the actual supplier, less discounts, as determined by the Owner. No markup other than actual handling costs will be permitted. If materials are obtained from a supply or source wholly or partly owned by the purchaser, the cost thereof shall not exceed the price paid by the purchaser for similar

materials furnished from the same source on Contract items, or the current wholesale price for such materials delivered to the job site, whichever is lower. If the cost of materials is determined by the Owner to be excessive, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned, delivered at the job site, less any discounts offered or available.

EQUIPMENT - For the use of equipment, the Contractor will be paid in accordance with the lowest available rental rates in the City of Woodburn, OR with the additional percentage allowances as listed herein. A current copy of the official published document covering rental equipment is on file at each Region Office of ODOT and is also on file at pertinent area offices of the Associated General Contractors of America. Copies of the current publication may be obtained on request from the Oregon Department of Transportation, State Highway Building, Salem, Oregon 97310. Hand tools and appliances with a market value of \$1,000.00 or less shall not be reimbursable and shall be considered incidental to the work.

SPECIAL SERVICE - Under agreement by the Owner and Contractor, it may be determined that a certain item or service under force account work cannot be satisfactorily performed by the forces of the Contractor nor his Subcontractors in which case such item or service may be performed by specialist. Invoices for such item or service on the basis of the current market price thereof may be accepted without complete itemization of labor, material, and equipment cost when such itemization is impracticable or not customary under the circumstances. Where the force account work necessitates fabrication or machining work by the Contractor away from the job site, charges for such work may, by agreement, be accepted as a specialist billing. The specialist(s) invoices shall credit for cash or trade discounts offered or available the same as applies to other force account work but shall not include percentage or other markup to cover the Contractor's overhead charge or profit.

PERCENTAGE ALLOWANCES - To the actual costs enumerated and limited above, amounts equal to a percentage of such costs will be allowed and paid to the Contractor. These percentages will be as follows;

Under Labor	2 times Oregon Minimum Labor Rate per Hr.
Under Materials	15 percent
Under Equipment	15 percent
Under Special Services	15 percent

The percentage allowances made to the Contractor in accordance with the terms outlined above will be understood to be reimbursement and compensation for all superintendence, use of tools and small equipment, overhead expense, bond cost, insurance premiums, profits, indirect costs and losses of all kinds, and all other items of cost not specifically designated herein as items for which involved are furnished or incurred by the Contractor, by the Subcontractor or by other forces. No other reimbursement, compensation, or payment will be made for any such services, costs, or other items.

Should the Contractor make any percentage allowance or other corresponding allowance to a Subcontractor or to others, in connection with Force Account work, such allowances shall be at the sole expense of the Contractor and the

Contractor will not be reimbursed or otherwise compensated for the same by the Owner.

F.3. DISPUTED WORK:

1. If the Contractor considers any work demanded of him to be outside the scope of the Contract or considers any ruling by the Architect to be contrary to the meaning of the Contract, the Contractor shall, nevertheless, proceed without delay to perform the work as directed, without affecting his right to claim compensation for any Extra Work or expense in the event the Architect 's direction is found to be erroneous; provided such right shall be contingent upon the Contractor's adherence to the procedure herein referenced.
2. In the event that Contractor has followed procedure as outlined and believes the decisions and/or requirements of the Architect to be beyond the scope of work and/or erroneous, Contractor shall make a written appeal to the Owner as prescribed herein.
3. The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized in sufficient detail to permit an analysis of all material, labor, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed.
4. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the Proposal included a time extension, a written justification shall also be furnished. The Proposal, together with the price breakdown and time extension justification, shall be furnished within five working days, of the Architect 's ruling, to the Director of Public Works, City of Woodburn, OR.

F.4. RECORD DRAWINGS:

1. The Contractor shall maintain a current set of Record Drawings showing all field construction changes that deviate from the plans and documents. Progress and final payments may be withheld until a current set of Record Drawings are up to date or completed. Record Drawings shall be the property of the city upon completion of the project.

ARTICLE – G
BIDDING, AWARD, PAYMENTS AND CLOSEOUT

G.1. BID PROCESS:

2. Basis for obtaining Documents, preparation, prequalification, submission of Bids as well as reception and opening of Bids shall be as specified in the Instructions to Bidders contained herein.
2. The Bid Bond shall be executed as specified in these General Conditions per Article I(4).

G.2. BID AWARD:

1. The Contract Review Board (CRB) operates as the final authority for the Owner in all matters of Public Works Contracts. The CRB, under the OAR Model Rules can approve sole sourcing, approve, award, reject any and all bids or portions thereof on proposals offered.
 2. Bid award shall be made, by the Owner, to the bidder submitting the lowest acceptable proposal.
 3. In determining the lowest acceptable bid, the Owner may take into account, among other factors, the following;
 - a. Bid prices including discounts
 - b. The time of completion or delivery proposed between otherwise equal bids.
 - c. The relative merits and performance of any item specifically proposed by a bidder.
 - d. Any variation in maintenance and warranty period specifically proposed by the bidder in excess of the minimums specified.
 - e. The realistic balance of prices in the proposal for various units of work.
 - f. The experience, qualifications and ability of a bidder to perform the work.
 4. The Owner reserves the right to waive informalities or irregularities in a proposal. Determination of the lowest acceptable bidder and award may be subject to review and determination by the Contract Review Board as to legal sufficiency of any proposal submitted.
 5. Award of the Contract or rejection of all bids or portions thereof will be made by the Owner within 45-days. The Bidder will be notified in a written Notice of Award mailed to the address supplied in the proposal.
 6. The Bidder who is awarded the Contract shall within ten workdays from the dated Notice of Award deliver to the Owner a fully signed Agreement along with required insurance certificates, and performance bond. The Owner will execute and return a signed agreement contract with ten workdays of receipt of the package.
-

-
7. Failure on the part of the Bidder to execute the Contract in accordance with these directions will be just cause for cancellation of the award and forfeiture of the bid bond. The forfeited bond shall become the property of the Owner as liquidation of damages sustained by the breach of the Contract by the Bidder. The Owner then may award the Contract to the next lowest acceptable Bidder, re-advertise the work, or take such other course of action the Owner deems expedient.
 8. After Items one (1) through seven (7), above, have been completed and approved by the Owner, the Architect will issue a Notice to Proceed to the Contractor. Date of the Notice to proceed will begin the time limits for which the construction is to be completed. No work shall begin on the project sight until Notice to Proceed has been received by the Contractor.

G.3. NOT USED

G.4. PAYMENT FOR WORK:

1. GENERAL: In consideration of the faithful performance of all the covenants, stipulations, and agreements in this Contract to be kept and performed by the Contractor, the Owner covenants and agrees to pay the Contractor the amount bid, as adjusted when so stipulated, in the Contractor's Proposal, on the basis of the unit prices named in the Contractor's Proposal for the work actually performed as determined by the final budget of the Owner, together with any amounts due for change orders and extra work not classified under the items listed in the Contractor's Proposal as provided in Article F(2) of these General Conditions; less any deduction for failure to complete the work within the time specified; and less any deductions for claims and damages paid by the Owner due to actions or omissions of the Contractor and for which he is liable under this Contract.
2. PROGRESS PAYMENTS: So long as the work herein contracted for is prosecuted in accordance with the provisions of this Contract, the Architect will, on the last two (2) days of each calendar month, make an approximate estimate of the proportionate value of the work done and of material furnished or delivered upon the Owner's property at the worksite up to that date. If the Contract price is determined on a unit price basis, this progress payment will be made on the basis of these unit prices for all work completed to date. If the Contract price is determined on a lump sum basis, this payment will be made on the basis of the percentage of the completed work to date. The amount of said estimate, after deducting five percent (5%) retainage and all previous payments, shall be due and payable to the Contractor not more than fifteen (15) days after the last day of said month. The five percent (5%) deducted, as above set forth, shall be withheld by the Owner to insure faithful completion of the work under the terms of the Contract Documents and to provide a fund for the payment of any claims that may accrue against the Owner due to any act or omission on the Contractor.
 - a. All estimated quantities of work for progress payments that have been made are subject to review and correction on the final estimate.
 - b. Progress payments, based on periodic estimates for quantities of work performed shall not, in any way, constitute acceptance of that work.
 - c. Furthermore, no payment will be made to the Contractor until he files with the Owner the signed Wage Certification Form certifying that he has paid not less than the prevailing rate of wages as required by ORS 279.354.

3. **RETAINAGE:** The amount to be retained will equal five (5) percent of the value of the completed work on the date the Architect makes a review for a progress payment. In accordance with the provisions of ORS 279C.550 through 279C.570, upon written request by the Contractor, the Owner will deposit the amounts withheld as retainage in an interest bearing account in a bank, savings bank, trust company, or savings association for the benefit of the Owner. Interest shall accrue to the Contractor. If the Owner incurs additional costs as a result of the exercise of any of the options for retainage, the Owner may recover such costs from the contractor by reduction of the final payment. As the work progresses, the Owner shall, upon written request, inform the Contractor of all accrued costs to date.

4. **ADVANCES ON MATERIALS:** Monthly progress payments may include compensation for materials received on the site during the pay period but not incorporated in the work, providing they are properly stored and protected and the Contractor submits to the Architect, in writing, seven (7) days prior to the end of each pay period, a list, with costs supported by invoices from suppliers for such materials on the job for which the Contractor feels credit is due. Payments for material delivered to the site and not incorporated in the work during the pay period shall be understood to be advance payments for the Contractor's convenience. Final payment will be made only for materials actually incorporated in the work. Upon acceptance of the work, all materials stored on the site for which advance payments have been made, unless otherwise agreed upon in writing, shall revert to the Contractor and all remaining advance payments on materials shall be deducted from the final payment for the work. Advance payments by the Owner for materials on the site, but not incorporated in the work, shall not be considered as acceptance by the Owner and shall not relieve the Contractor from his responsibilities.

5. **DEFERMENT OF PAYMENTS:** In the event a complaint or charge of unlawful employment practices pursuant to the provisions of ORS 659 or claim of unpaid labor and or materials has been filed under ORS 279.526 and 279.528 with the Commissioner of Labor and the Commissioner issues a cease and desist order, no further payments will be made until all the provisions of the cease and desist order have been complied with by the Contractor.

6. **FINAL PAYMENT:** Upon completion of the work, the Contractor shall notify the Architect in writing that he has completed his part of the Contract and shall request final payment. When the work has been completed to the satisfaction of the Architect, he shall submit a certificate of acceptance of the completed work, together with a final estimate of the amount due the Contractor under this Contract, less any amount to be withheld by the Owner to ensure guarantees as may be stipulated. Upon approval of this final estimate by the Owner, and when applicable, the receipt by the Owner of the signed affidavit or release required under Article G(7) of these General Conditions, the Owner shall pay to the Contractor all monies remaining due him under the provisions of these Contract Documents. Furthermore, final payment will not be made to the Contractor until he files with the Owner the signed Wage Certification Form certifying that he has paid not less than the prevailing rate of wages as required by ORS 279.354, and also has submitted the required Maintenance Bond as specified in the Instructions to Bidders and Record plans (Article F3).

G.5. NOT USED

G.6. CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE:

1. All work shall be guaranteed for a period of one (1) year against defects in materials and workmanship. The Contractor hereby agrees to make, at his own expense, any repairs or replacement necessitated by defects in materials or workmanship supplied by him that become evident within one (1) year after the date of the written notice from the Architect recommending final acceptance of the entire project, or entire schedule, by the Owner. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work, and the Contractor and his surety shall be liable for the cost thereof.

G.7. RELEASE OF LIENS:

1. Neither the final payment nor any part of the retained percentage shall become due until the Contractor submits to the Owner a signed affidavit, satisfactory to the Owner stating that so far as he (the Contractor) has knowledge or information, all accounts for materials, labor, and incidentals in connection with the work have been paid in full. The form of affidavit shall be satisfactory to the Owner. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney and/or administrative fees.

G.8. PROJECT CLOSEOUT SEQUENCE:

1. CONTRACTOR'S NOTIFICATION: When the Contractor determines he is substantially complete with the construction of the project and has cleaned the site of all debris he shall notify the Architect in writing to that effect and request a Final Inspection.
2. FINAL INSPECTION: Upon receipt of the Contractor's notification of completion the Architect will schedule with the Contractor a date and time to look over the whole site including any start-up testing required. The Architect will give a written punch list of items to be replaced, fixed and or attended before final payment will be authorized.
3. CERTIFICATION OF COMPLETION: Once punch list items have been completed the Contractor shall file with the Architect a certification of completion letter which will include a final pay request spreadsheet, a one year maintenance bond, a release of liens affidavit and any outstanding wage certifications.
4. ACCEPTANCE OF THE PROJECT: When the Architect approves the final pay request including retainage, the project will be deemed complete. At that point the Architect will inform the Contractor in writing.

G.9. GUARANTEE:

1. The Contractor shall guarantee all products, materials, workmanship, labor and appurtenances included in the construction of the facilities are as designed in the original documents and as modified by all change orders incorporated in the Contract. The guarantee shall extend for a period of one-year measured from the date of the letter of final acceptance outlined in Article G(8)(4).

ARTICLE – H
MISCELLANEOUS PROVISIONS

H.1. TEMPORARY SERVICES:

1. The Owner will provide and pay for temporary water, electricity, and toilet facilities for the Contractor's use. If it becomes evident that the Contractor is abusing the services, the Owner will assess a fee for their use.

H.2. PHONE SERVICE:

1. The Contractor shall make his own arrangements for phone service as he deems necessary for conducting his operations and pay all costs of such arrangements.

H.3. NOT USED

H.4. PROTECTION OF THE ENVIRONMENT:

1. GENERAL: Any unforeseen work relating to the prevention of environmental pollution or the preservation of natural resources shall be considered extra work.
2. WATER: The Contractor shall conduct the work in accordance with local laws and ordinances, with the applicable sections of ORS 468B with all regulations of the Department of Environmental Quality and other agencies of the state, and with all laws and regulations of the Federal government. All practicable means shall be exercised to prevent, control and abate the pollution of waters.
3. AIR: The Contractor shall exercise every reasonable precaution throughout the life of the contract to safeguard the air resources of the state by controlling or abating air pollution in accord with the policy and purpose set forth in ORS 468A.

ARTICLE – I
INSURANCE AND TAXES

I.1. INSURANCE:

1. **WORKMAN'S COMPENSATION**: The Contractor shall maintain, during the life of this Contract, Workers' Compensation Insurance for all his employees employed on this work, and he shall require any subcontractors to provide similar insurance for all said subcontractor's employees, unless said subcontractor's employees are covered by the insurance maintained by the Contractor.
2. **PUBLIC LIABILITY AND PROPERTY DAMAGE**: The Contractor shall maintain Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage; contractual liability coverage for the indemnity provided under this agreement, and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000.00. Each annual aggregate limit shall not be less than \$2,000,000.00. The liability coverage required for performance of the agreement shall include the City Of Woodburn and its employees and officers, as additional insured but only with respect to the Contractor's activities to be performed under this agreement. Before this agreement is executed, the Contractor shall furnish to the Owner a certificate of insurance for the limits set out above, which is to be in force and applicable to the project. The insurance coverage shall not be amended, modified, or canceled insofar as the coverage contemplated herein is concerned without at least thirty days prior notice to the Owner.

I.2. INDEMNITY:

1. The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description made, brought, or recovered against the Owner by reason of any act or omission of the Contractor, his agents or employees, in the execution of the work or in guarding the same.

I.3. TAXES AND CHARGES:

1. The Contractor agrees to withhold and pay any and all withholding taxes, whether State or Federal and to pay all Social Security charges and also all contributions on amounts due to the State Unemployment Trust Fund, and to pay or cause to be withheld, as the case may be and all taxes, charges, or fees or sums whatsoever which are now or may hereafter be required to be paid or withheld under any laws.

I.4. BONDS:

1. **PERFORMANCE BOND**: The successful Bidder shall file with the City of Woodburn, Oregon, at the time of execution of the Contract, a Performance Bond in the amount 100-percent of the Contract price. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City of Woodburn, Oregon, and shall be authorized to do business in the State of Oregon.

The Attorney-in-Fact (Resident Agent) who executes this Performance Bond on behalf of the surety company must attach a copy of this power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

ARTICLE – J
TERMINATION OF CONTRACT

J.1. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:

1. If the work should be stopped under an order of any court or other public authority for a period of 3-months, through no act or fault of the Contractor or of anyone employed by him; or if the Architect should fail to issue any estimate for payment within 15-days after it is due; or if the Owner should fail to pay the Contractor within 30-days after the time specified in these General Conditions any sum certified by the Architect, then the Contractor may, upon 15- days written notice to the Owner and the Architect, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or material and reasonable profit and damages, unless said default has been remedied within said time.

J.2. OWNER'S RIGHT TO TERMINATE CONTRACT:

1. If the Contractor should be adjudged a bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials; or if he should fail to make prompt payment to subcontractors, or for materials or labor; or persistently disregard laws, ordinances, or the instructions of the Architect; or otherwise be guilty of a substantial violation of any provision of the Contract or any laws or ordinance, then the Owner, upon the certification of the Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and Surety seven (7) days written notice, transfer the employment for said work from the Contractor to the Surety.
2. Upon receipt of such notice, such Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this Contract and employ, by contract or otherwise, any person or persons to finish the work and provide the materials therefore without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof.
3. In lieu of the foregoing, if the Owner so elects, he may terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and the Architect shall certify damage incurred through the Contractor's default.

END OF GENERAL CONDITIONS

SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of the following in Woodburn Museum and Theater, in the City of Woodburn Oregon.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project are for:

- The Oregon Standard Specifications for Construction" 2015 edition (Volume 1) and the Project Manual found in Part III of these bid documents.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

CLASS OF PROJECT

This project is funded through the Urban Renewals fund. Work performed in this project is subject to prevailing wages rates under the Oregon Prevailing Wages Law.

The Oregon Standard Specifications for Construction" 2015 edition (Volume 1) are modified by special provision as follows:

PART 00100 - GENERAL CONDITIONS

SECTION 00110 - DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

00110.20 Definitions

Agency - Replace this subsection with the following:

The Public Works Department of the City of Woodburn, OR.

Bid Booklet - Replace this subsection with the following:

Add the following Definition to this subsection:

Work Day - A Calendar Day excluding weekends and legal holidays.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications as modified as follows:

00120.00 Prequalification of the Bidder - Replace the first paragraph of this subsection with the following:

The City of Woodburn Contract Review Board acting under authority of ORS 279A.060 and City Ordinance No.1498 has set the following requirements for pre-qualification of bidders.

Prequalification forms may be downloaded from the Agency's website at <http://www.ci.woodburn.or.us/?q=blog-categories/bids-prequalification> . The form shall be filled out by the prospective Bidder and delivered to: email – jesse.cuomo@ci.woodburn.or.us (telephone 503.982.5266).

00120.01 General Bidding Requirements - Delete all references and allowances for "Electronic Bids", Agency accepts only "Paper Bids".

00120.05 Requests for Solicitation Documents - Delete (a) Paper Bids and (b) Electronic Bids and replace this subsection with the following:

(a) Paper Bids - Bidders may obtain Solicitation Documents (Bid Booklet) from the Agency's Engineering Division office, 190 Garfield St. Woodburn, OR 97071 (503.982.5236) for a nonrefundable fee of \$50. Each request must include both the name of the Entity intending to use them and the name of the Entity's contact person for the project. The Agency will add the name of the Entity to the Plan Holders List. Bid Documents are also available on the City Website <http://www.woodburn-or.gov/?q=blog-categories/bids-and-rfps> .

If the Bid booklet is not purchased from the Agency Engineering Division, the Bidder can be added to the Plan Holders List by sending the following information:

Contractor's Name

Contractor's Address

Contact person

Contact's email address

Contact's phone & fax number

to: Jesse Cuomo

jesse.cuomo@ci.woodburn.or.us

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids. - Delete all references and allowances for "Electronic Bids"

00120.40(e) Bid Guaranty - Replace this subsection with the following:

00120.40(e) Bid Guaranty - All Bids shall be accompanied by a Bid guaranty in the amount of 10% of the total amount of the Bid. Bid guaranty shall either be a Surety bond, irrevocable letter of credit issued by

an insured institution as defined or ORS 706.008 or security in the form of a cashier's check or certified check made payable to the Agency. (see ORS 279c.365(4)).

00120.45 Submittal of Bids. - Delete (a) Paper Bids and (b) Electronic Bids and replace this subsection with the following:

Bids may be submitted by mail, parcel delivery service, or hand delivery to the office and address, before the Bid Closing time on the Bid Closing date, given in the Invitation to Bid. Bids shall be in a sealed envelope marked with the word "Bid" and the Bid number assigned in the Invitation to Bid with the Bidders name and address.

00120.60 Revision or Withdrawal of Bids. - Delete all references and allowances for "Electronic Bids"

00120.70 Rejection of Nonresponsive Bids - Add the following bullet to the end of the bullet list:

- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 if the Standard Specifications modified as follows:

00130.10 Award of Contract - Replace the paragraph of this subsection that begins with "Notice of Award and Contract booklets ready...", with the following:

Notice of Award and Contract booklets ready for execution will be sent as soon as possible after Award is approved by the City Council and no later than 30 Calendar Days of the opening of Bids or by written mutual agreement.

00130.15 Right to Protest Award - Replace this subsection with the following:

00130.15 Right to Protest Award - Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and other Bidder directly in line for Contract Award, may submit to the Engineer a written protest of the Agency's intent to Award within three working days following the posting of the Notice of Intent to Award on the Agency's website. The protest shall specify the grounds upon which it is based.

The Agency is not obligated to consider late protests.

00130.40(a) Performance and Payment Bond - Delete the second paragraph, starting with "The successful Bidder..." and replace with the following:

The successful Bidder shall submit the standard bond forms, which are bound in the Contract booklet or as provided by a registered Oregon Surety, of the Contractor's choice. Faxed or photocopied bond forms will not be accepted. The amount of each bond shall be equal to the Contract Amount. The Performance Bond and the Payment Bond must be signed by the Surety's authorized Attorney-in-Fact, and the Surety's seal must be affixed to each bond. A power of attorney for the Attorney-in-Fact shall be attached to the

bonds, which must include bond numbers and the Surety's original seal must be affixed to the power of attorney. Bonds shall not be canceled without the Agency's consent, nor will the Agency normally release them, prior to Contract completion.

SECTION 00150 - CONTROL OF WORK

Add the following section:

00150.36 Request for Interpretation

REQUESTS FOR INTERPRETATION (RFI)

- a) Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
- RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
 - The RFI process is not intended to answer questions regarding information that can be found in the Contract Documents. RFIs received from the Contractor, that can be answered by information contained in the Contract Documents without further interpretation by the Engineer, will be returned without response.
- b) Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
- Project name.
 - Date.
 - Name of Contractor.
 - Name of Engineer.
 - RFI number, numbered sequentially.
 - Specification Section number and title and related paragraphs, as appropriate.
 - Drawing number and detail references, as appropriate.
 - Field dimensions and conditions, as appropriate.
 - Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - Contractor's signature.

- Attachments:
 - a. Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - b. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- c) Hard-Copy RFIs: Contractor's standard form subject to Engineer's approval. Identify each page of attachments with the RFI number and sequential page number.
- d) Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Attachments shall be electronic files in Adobe Acrobat PDF format.
- e) Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow three working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
 - The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 - Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
 - Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to section 00140 and 00180.80.
 - If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within three days of receipt of the RFI response.
- f) On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within three days if Contractor disagrees with response.
- g) RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
 - Project name.

- Name and address of Contractor.
- Name and address of Engineer.
- RFI number including RFIs that were dropped and not submitted.
- RFI description.
- Date the RFI was submitted.
- Date Engineer’s response was received.
- Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
- Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.50 Cooperation with Utilities - Add the following subsection:

(f) Utility Information - There are no anticipated conflicts with the Utilities listed below. Contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

<u>UTILITY</u>	<u>CONTACT PERSON</u>	<u>PHONE NUMBER</u>
Century Link	Josh Fallin	503.399.4931
NWN Gas	Terry Smith, or Jenifer Wood	503.931.0422 503.226.4211/4317
PGE	Larry George	503.463.4337
City Water	Brian Young	503.982.5281
City Sewer Collections	Curtis Stultz	503.982.5281

Further notify and coordinate with the following:

<u>UTILITY</u>	<u>CONTACT PERSON</u>	<u>PHONE NUMBER</u>
911 - Non Emergency	Operator/Dispatch	503.982.2340

00150.60(c) Detrimental Operations - Add the following paragraph to the end:

Contractor shall limit operations of construction to the limits of the Work Day as defined in these Special Provisions in Subsection 00110.20 and 00180.32(a).

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

Add the following subsection:

00170.07 Record Requirements - For purposes of this Subsection the term “Contractor” includes the Contractor, all subcontractors, Material Suppliers, and providers of rented operated Equipment (except non-DBE truck drivers), at all tiers, for all subcontracts with first-tier Subcontractors, all subcontracts between the first-tier Subcontractors and their subcontractors and any other lower tier subcontracts, and “Related Entities” as that term is defined in OAR 731-005-0780. The Material Suppliers included in this definition are those for Aggregates, Asphalt Cement Concrete, Portland Cement Concrete and the supply and fabrication of structural steel items or Material Suppliers that provide quotes.

(a) Records Required - The Contractor shall maintain all records, whether created before or after execution of the Contract, or during Contract performance, or after Contract completion, to clearly document:

- The Contractor’s performance of the Contract or a subcontract;
- The Contractor’s ability to continue performance of the Contract or a subcontract; and
- All claims arising from or relating to performance under the Contract or a subcontract.

These records shall include all records, including fiscal records, regardless of when created for the Contractor’s business. The records for the Contractor’s business include without limitation the:

- Bidding estimates and records, worksheets, tabulations or similar documents.
- Job cost detail reports, including monthly totals.
- Payroll records (including without limitation the ledger or register, and tax forms) and all documents which establish the periods, individuals involved, the hours for the individuals, and the rates for the individuals.
- Records that identify the Equipment used by the Contractor and subcontractors at all tiers in the performance of the Contract or subcontracts, including without limitation, Equipment lists, rental contracts and any records used in setting rental rates.
- Invoices from vendors, rental agencies, Subcontractors, and all lower tier subcontractors.
- Material quotes, invoices, purchase orders and requisitions.
- Contracts with subcontractors at all tiers and contracts with Material Suppliers, Suppliers and providers of rented equipment.
- Contracts or documents of other arrangements with any Related Entity as defined in OAR 731-005-0780.

- General ledger.
- Trial Balance.
- Financial statements (including without limitation the balance sheet, income statement, statement of cash flows, and financial statement notes).
- Income tax returns.
- All worksheets used to prepare bids or claims, or to establish the cost components for the Pay Items, including without limitation, the labor, benefits and insurance, Materials, Equipment, and subcontractors.

The following are examples, but not an exhaustive list, of records that would be included, if generated by the Contractor. If the Contractor generates such records, or equivalent records, they are included among the records subject to 00170.07.

- Daily time sheets and supervisor's daily reports.
- Collective bargaining agreements.
- Earnings records.
- Journal entries and supporting schedules.
- Insurance, welfare, and benefits records.
- Material cost distribution worksheet.
- Subcontractors' and lower tier subcontractors' payment certificates.
- Payroll and vendor's cancelled checks.
- Cash disbursements journal.
- All documents related to each and every claim together with all documents that support the amount of damages as to each claim.
- Additional financial statements (including without limitation the balance sheet, income statement, statement of cash flows, and financial notes) preceding the execution of the Contract and following final payment of the Contract.
- Depreciation records on all business Equipment maintained by the business involved, its accountant, or other Entity. (If a source other than depreciation records is used to develop cost for the Contractor's internal purposes in establishing the actual cost of owning and operating Equipment, all such other source documents.)

The Contractor shall maintain all fiscal records in material compliance with generally accepted accounting principles, or other accounting principles that are accepted accounting principles and practices for the subject industry and adequate for the nature of the Contractor's business, and in such a manner that providing a complete copy is neither time consuming nor burdensome. Failure to maintain the records in this manner shall not be an excuse for not providing the records.

The Contractor shall include in its subcontracts, purchase orders, and all other written agreements, a provision requiring all subcontractors, Material Suppliers and providers of rented operated Equipment, (except non-DBE truck drivers), at all tiers to comply with 00170.07. The Contractor shall also require all subcontractors, Material Suppliers, and providers of rented operated Equipment, (except non-DBE truck drivers), at all tiers and Related Entities to include in their contracts, purchase orders, and all

other written agreements, a provision requiring all lower tier subcontractors, Material Suppliers and providers of rented operated Equipment (except non-DBE truck drivers) to comply with 00170.07. The Material Suppliers to which this applies are those for Aggregates, Asphalt Cement Concrete, Portland Cement Concrete and the supply and fabrication of structural steel items or Material Suppliers that provide Material quotes and Related Entities as defined in OAR 731-005-0780.

(b) Access to Records - The Contractor shall provide the Engineer access to or a copy of all Contractor records upon request. During the record retention period the Engineer, employees of the Agency, representatives of the Agency, or representatives of regulatory bodies or units of government may:

- Inspect, examine and copy or be provided a copy of all Contractor records;
- Audit the records, a Contract or the performance of a Contract;
- Inspect, examine and audit the records when, in the Agency's sole discretion, the records may be helpful in the resolution of any claim, litigation, administrative proceeding or controversy arising out of or related to a Contract.

Reasons for access to audit, inspect, examine and copy records include without limitation, general auditing, reviewing claims, checking for collusive bidding, reviewing or checking payment of required wages, performance and contract compliance, workplace safety compliance, evaluating related Entities, environmental compliance, and qualifications for performance of the Contract, including the ability to perform and the integrity of the Contractor.

Where such records are stored in a computer or in other digital media, the Engineer may request, and the Contractor shall provide, a copy of the data files and such other information or access to software to allow the Engineer review of the records.

Nothing in 00170.07 is intended to operate as a waiver of the confidentiality of any communications privileged under the Oregon Evidence Code. Nothing in 00170.07 limits the records or documents that can be obtained by legal process.

(c) Record Retention Period - The Contractor shall maintain the records and keep the records accessible and available at reasonable times and places for at least three years from the date of final payment under the Contract, or until the conclusion of all audits, litigation, administrative proceedings, disputes and claims arising out of or related to the Contract, whichever date is later.

(d) Public Records Requests - If records provided under this section contain any information that may be considered exempt from disclosure as a trade secret under either ORS 192.501(2) or ORS 646.461(4), or under other grounds specified in Oregon Public Records Law, ORS 192.410 through 192.505, the Contractor shall clearly designate on or with the records the portions which the Contractor claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Entire records or documents should not be designated as a trade secret or otherwise exempt from disclosure. Only specific information within a record or document should be so designated.

To the extent allowed by the Oregon Public Records Law or other applicable law related to the disclosure of public records, Agency will not disclose records or portions of records the Contractor has designated as trade secrets to a third party, who is not a representative of the Agency, to the extent

the records are exempt from disclosure as trade secrets under the Oregon Public Records Law or other applicable law, except to the extent Agency is ordered to disclose in accordance with the Oregon Public Records Law or by a court of competent jurisdiction. Application of the Oregon Public Records Law or other applicable law shall determine whether any record, document or information is actually exempt from disclosure.

In addition, in response to a public records request, the Agency will not produce or disclose records so identified as exempt by the Contractor to any person other than representatives of the Agency, and others with authorized access under 00170.07(b), without providing the Contractor a copy of the public records request, unless:

- The Contractor consents to such disclosure; or
- Agency is prohibited by applicable law or court order from providing a copy of the public records request to the Contractor.

00170.10(c) Interest on Unpaid Amount - Replace this subsection, except for the subsection number and title, with the following:

If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract within 30 days after the Contractor's receipt of payment, the Contractor or first-tier Subcontractor shall owe the Entity 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(5)(b). As required by ORS 279C.515(2), the rate of interest on the amount due shall be nine percent per annum. The amount of interest shall not be waived.

00170.65 Minimum Wage and Overtime Rates for Public Works Projects - Replace this subsection with the following subsection:

00170.65 Minimum Wage and Overtime Rates for Public Works Projects:

(a) General - The Contractor is responsible for investigating local labor conditions. The Agency does not imply that labor can be obtained at the minimum hourly wage rates specified in State or federal wage rate publications, and no increase in the Contract Amount will be made if wage rates paid are more than those listed.

(b) State Prevailing Wage Requirements - The Contractor shall comply with the prevailing wage provisions of ORS 279C.800 through ORS 279C.870; OAR 839-025-0020(3)(b).

(1) Minimum Wage Rates - The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication "Prevailing Wage Rates for Public Works Contracts in Oregon". The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840 and shall include this requirement in all subcontracts.

See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the project and how to access the applicable wage rates.

(2) Payroll and Certified Statements - As required in ORS 279C.845, the Contractor and every subcontractor shall submit written certified statements to the Engineer on the form prescribed by the Commissioner of BOLI in OAR 839-025-0010 certifying compliance with wage payment requirements and accurately setting out the Contractor's or subcontractor's weekly payroll records for each worker employed upon the project.

The Contractor and subcontractors shall preserve the certified statements for a period of six years from the date of completion of the Contract.

(3) Additional Retainage:

a. Agency - As required in ORS 279C.845(7) the Agency will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. The Agency will pay to the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.

b. Contractor - As required in ORS 279C.845(8) the Contractor shall retain 25% of any amount earned by a first tier subcontractor on the project until the first tier subcontractor has filed with the Agency the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. Before paying any amount retained, 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.

(4) Owner/Operator Data - The Contractor shall furnish data to the Engineer for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

- Drivers name;
- Copy of driver's license;
- Vehicle identification number;
- Copy of vehicle registration;
- Motor vehicle license plate number;
- Motor Carrier Plate Number;
- Copy of ODOT Motor Carrier 1A Permit; and
- Name of owner/operator from the side of the truck.

(c) State Overtime Requirements - As a condition of the Contract, the Contractor shall comply with the pertinent provisions of ORS 279C.540, ORS 279C.520(1); OAR 839-025-0020(2)(b).

(1) Maximum Hours of Labor and Overtime Pay - According to ORS 279C.540, no person shall be employed to perform Work under this Contract for more than 10 hours in any one Day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it. In such instances, the Contractor shall pay the employee at least time and a half pay:

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

For additional information on requirements for overtime and establishing a work schedule see OAR 839-025-0050 and OAR 839-025-0034.

(2) Notice of Hours of Labor - The Contractor shall give written notice to employees of the number of hours per day and days per week the employees may be required to work. Provide the notice either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees. Contractor shall comply with the pertinent provisions of ORS 279C.520(2); OAR 839-025-0020(2)(c).

(3) Exception - The maximum hours of labor and overtime requirements under ORS 279C.540 will not apply to the Contractor's Work under this Contract if the Contractor is a party to a collective bargaining agreement in effect with any labor organization. For a collective bargaining agreement to be in effect it shall be enforceable within the geographic area of the project, and its terms shall extend to workers who are working on the project (see OAR 839-025-0054).

(d) State Time Limitation on Claim for Overtime - According to ORS 279C.545, any worker employed by the Contractor is foreclosed from the right to collect any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, provided the Contractor posted and maintained a circular as specified in this provision. Accordingly, the Contractor shall:

- Cause a circular, clearly printed in boldfaced 12-point type containing a copy of ORS 279C.545, to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed to perform Work; and
- Maintain such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

(2) Minimum Wage Rates - The Contractor shall pay each worker in each trade or occupation employed to perform any work under the contract not less than the existing State (BOLI) prevailing wage rate. The Contractor shall include this provision in all subcontracts.

See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the project and how to access the applicable wage rates.

(4) Overtime - With regard to overtime pay, the Contractor shall comply with the overtime provision affording the greatest compensation required under-ORS 279C.540.

00170.67 Fees - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

00170.70(a) Insurance Coverages - The following insurance coverages and dollar amounts are required pursuant to this subsection:

<u>Insurance Coverage</u>	<u>Combined Single Limit per Occurrence</u>	<u>Annual Aggregate Limit</u>
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	Limit not Required

00170.70(c) Additional Insured - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insured's under the Contract:

- "The City of Woodburn its elected and appointed officials, officers, agents and employees and volunteers"

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this subsection:

Extend indemnity and hold harmless to the Agency the following:

- "The City of Woodburn its elected and appointed officials, officers, agents and employees and volunteers"

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:

00180.32(a) In General - Add the following bullets:

- Work Day, as defined in this Special Provisions 00110.20, may be altered if the Contractor delivers a written request to begin and or end work outside of the defined work days. Written request must be received by the Engineer at least 48-hours before the requested time is to begin.

00180.41 Project Work Schedule - Replace the paragraph that begins "One of the following..." and replace it as follows:

The Contractor shall submit a "Type "A" Schedule" to the Engineer for review and approval.

.40 Limitation of Operations – Add the following bullets to section (a) In General:

- All work is required to be done between 7:00 AM and 7:00 PM Monday thru Friday.

00180.42 Preconstruction Conference - Add the following bullets:

- Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing.
 - c. Designation of key personnel and their duties.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for RFIs.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.
 - j. Use of the premises and existing building.
 - k. Work restrictions.
 - l. Owner's occupancy requirements.
 - m. Responsibility for temporary facilities and controls.
 - n. Parking availability.
 - o. Site access restrictions.
 - p. Office, work, and storage areas.
 - q. Equipment deliveries and priorities.
 - r. First aid.

- s. Security.
- t. Progress cleaning.
- u. Working hours.

00180.50 Contract Time to Complete Work - Replace this subsection with the following;

All work on this project shall be completed and cleaned up by no later than October 30, 2018 or 90 days from the Noticed to Proceed, whichever is later.

00180.85(b) Liquidated Damages - Add the following paragraph:

Liquidated damages for failure to complete the Work on time required by 001800.50(b) is agreed to be at the rate of 15% of the awarded project amount divided by the number of days of the Contract, for every Calendar Day until the Work is deemed completed by the Engineer. This is agreed compensation to the Agency for additional costs accrued for inspection, testing, administration and related costs for the extended time the Work is not completed as agreed.

$$\frac{0.15 (\$ \text{ Awarded amount})}{\# \text{ of days of the Contract}}$$

SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the Standard Specifications modified as follows:

Delete subsections 00199.30 through and including 00199.50 and replace it as follows:

00199.30 Claims Procedure - If the Contractor believes that additional compensation is due, or a combination of additional compensation and Contract Time, and has exhausted all the procedures provided in 00199.10 and 00199.20 to resolve a disagreement and protest, the Contractor may file a claim with the City Attorney's office at 270 Montgomery St. Woodburn, OR 97071.

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Work covered by the Contract Documents.
 2. Permits and fees.
 3. Type of the Contract.
 4. Construction schedule.
 5. Use of premises.
 6. Owner's occupancy requirements.
 7. Work restrictions.
 8. Specification formats and conventions.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Basic Bid: The City of Woodburn Museum & Theater Remodel Project consists of tenant improvements to both spaces, including new flooring, lighting, paint; new ceiling in the theater; remodeling to include building (2) ADA-compliant Unisex single-use toilet rooms.

1.3 PERMITS AND FEES

- A. The Owner will pay all plan check and building permit fees. All subcontractor permits, and all other fees are included in the Contract, and shall be paid for by the Contractor and shall not be reimbursed by the Owner. Deliver all permits and certificates to Architect at completion of the work. Owner will submit Drawings and Specifications for a plans review to assist the Contractor in obtaining a building permit.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under an Owner provided single prime contract titled "Construction Agreement."

1.5 CONSTRUCTION SCHEDULE

- A. Construction Schedule: The Contractor shall schedule the Work through to completion, giving copies of the schedule to all subcontractors, to be sure that the construction is actually completed by the days quoted on the Bid Form.

SUMMARY

1.6 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction. Contractor shall be responsible to coordinate schedule of work with Owner in areas that will remain occupied.
- B. Use of Site: Limit use of premises to areas within the Contract limits.
 - 1. Parking and Storage: Parking and storage of materials on site is limited. Contractor shall be responsible to coordinate parking and storage with the Owner and shall obtain any required permits for parking in public right of way.
 - 2. Owner Occupancy: Allow for Owner occupancy of Project site.
 - 3. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.7 OWNER'S OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner will occupy the premises for Museum display storage during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except otherwise indicated. Owner will consider additional work hours if construction schedule is shortened.
 - 1. Weekend Hours: By written permission from the Owner.
 - 2. Early Morning Hours: By written permission from the Owner.

SUMMARY

3. Hours for Utility Shutdowns: By written permission from the Owner.
4. Hours for Core Drilling or Other Noisy Activity: By written permission from the Owner.
5. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
6. Notify Owner not less than two days in advance of proposed utility interruptions.
7. Do not proceed with utility interruptions without Owner's written permission.

1.9 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the CSI/CSC's 2004 "MasterFormat" numbering system.
 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 1: Sections in Division 1 govern the execution of the Work of all Contract Documents.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

END OF SECTION

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

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

CONTRACT MODIFICATION PROCEDURES

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Form as approved by Owner.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on form as approved by Owner.

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive:

1. Architect may issue a Construction Change Directive on form as approved by Owner. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
2. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation:

1. Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
2. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

END OF SECTION

PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).
- B. Related Section: Division 1 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.2 DEFINITIONS

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

1.3 COORDINATION

- A. Coordination: Coordinate construction operations to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum accessibility for required maintenance, service and repair.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.

PROJECT MANAGEMENT AND COORDINATION

5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 2. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up fill will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Key Personnel Names: Within 3 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

PROJECT MANAGEMENT AND COORDINATION

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 7 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing.
 - c. Designation of key personnel and their duties.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for RFIs.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.

PROJECT MANAGEMENT AND COORDINATION

- j. Use of the premises and existing building.
 - k. Work restrictions.
 - l. Owner's occupancy requirements.
 - m. Responsibility for temporary facilities and controls.
 - n. Parking availability.
 - o. Site access restrictions.
 - p. Office, work, and storage areas.
 - q. Equipment deliveries and priorities.
 - r. First aid.
 - s. Security.
 - t. Progress cleaning.
 - u. Working hours.
3. Minutes: Record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction or as otherwise required by the Specifications.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Related RFIs.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Submittals.
 - g. Possible conflicts.

PROJECT MANAGEMENT AND COORDINATION

- h. Compatibility problems.
 - i. Time schedules.
 - j. Manufacturer's written recommendations.
 - k. Warranty requirements.
 - l. Compatibility of materials.
 - m. Temporary facilities and controls.
 - n. Space and access limitations.
 - o. Regulations of authorities having jurisdiction.
 - p. Inspection requirements.
 - q. Installation procedures.
 - r. Coordination with other work.
 - s. Required performance results.
 - t. Protection of adjacent work.
 - u. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: Owner, Architect and Contractor shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

PROJECT MANAGEMENT AND COORDINATION

- a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - (1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
 - (1) Interface requirements.
 - (2) Sequence of operations.
 - (3) Status of submittals.
 - (4) Deliveries.
 - (5) Off-site fabrication.
 - (6) Access.
 - (7) Site utilization.
 - (8) Temporary facilities and controls.
 - (9) Work hours.
 - (10) Hazards and risks.
 - (11) Progress cleaning.
 - (12) Quality and work standards.
 - (13) Status of correction of deficient items.
 - (14) Field observations.
 - (15) RFIs.
 - (16) Status of proposal requests.
 - (17) Pending changes.
 - (18) Status of Change Orders.
 - (19) Pending claims and disputes.
 - (20) Documentation of information for payment requests.

PROJECT MANAGEMENT AND COORDINATION

3. Minutes: Record the meeting minutes.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: Contractor, each subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Review present and future needs of each subcontractor present, including the following:
 - (1) Interface requirements.
 - (2) Sequence of operations.
 - (3) Status of submittals.
 - (4) Deliveries.
 - (5) Off-site fabrication.
 - (6) Access.
 - (7) Site utilization.
 - (8) Temporary facilities and controls.
 - (9) Work hours.
 - (10) Hazards and risks.
 - (11) Progress cleaning.
 - (12) Quality and work standards.
 - (13) Change Orders.

PROJECT MANAGEMENT AND COORDINATION

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.7 REQUESTS FOR INTERPRETATION (RFI)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
 3. The RFI process is not intended to answer questions regarding information that can be found in the Contract Documents. RFIs received from the Contractor, that can be answered by information contained in the Contract Documents without further interpretation by the Architect, will be returned without response.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments:
 - a. Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

PROJECT MANAGEMENT AND COORDINATION

- b. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: Contractor's standard form subject to Architect's approval. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow two working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
- 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
 - 4. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within two days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within two days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
- 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.

PROJECT MANAGEMENT AND COORDINATION

4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

END OF SECTION

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.

PRODUCT REQUIREMENTS

- e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
3. Initial Submittal: Within 10 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 4. Completed List: Within 20 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 5. Architect's Action: Architect will respond in writing to Contractor within 5 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit one copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use facsimile of CSI Northwest Region Substitution Request Form provided at end of Section.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.

PRODUCT REQUIREMENTS

- f. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 5 days of receipt of request, or 4 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
- 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 3 days of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 5 days of receipt of request, or 4 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in "General Conditions."

PRODUCT REQUIREMENTS

- b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

- D. Basis-of-Design Product Specification Submittal: Comply with requirements in "General Conditions." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 3. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

PRODUCT REQUIREMENTS

4. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
- B. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. Comply with specified industry standards. If no standards are specified, comply with the product's industry standards as a minimum requirement. Provide materials in size, type, and quality indicated and specified, unless variations are accepted by Architect in writing.
- B. Specifying a manufacturer and manufactured product shall not constitute a waiver of any requirements of the Contract Documents, and products furnished by the listed manufacturer shall conform to such requirements.
- C. No materials or products containing asbestos are to be used in the construction of this Project. If any material or product specified in this Project Manual is known to contain asbestos, it shall be brought to the attention of the Architect before ordering or fabricating the material or product.
- D. General Product Requirements:
 1. Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 2. Comply with specified industry standards. If no standards are specified, comply with the product's industry standards as a minimum requirement. Provide materials in size, type, and quality indicated and specified, unless variations are accepted by Architect in writing.
 3. No materials or products containing asbestos are to be used in the construction of this Project. If any material or product specified in this Project Manual is known to contain asbestos, it shall be brought to the attention of the Architect before ordering or fabricating the material or product.

PRODUCT REQUIREMENTS

4. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 5. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 6. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- E. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 4. Specifying a manufacturer and manufactured product shall not constitute a waiver of any requirements of the Contract Documents, and products furnished by the listed manufacturer shall conform to such requirements.
 5. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.

2.2 PRODUCT SUBSTITUTION PROCEDURES

- A. Submit substitution requests on the CSI Substitution Request form bound in this Project Manual. If the Substitution Request form is reproduced, the terms and conditions of the Substitution Request bound in this Project Manual shall apply to the request.
- B. Each substitution request shall include a complete description of the proposed substitute, the name of the material, service, or equipment for which it is to be substituted, drawings, cuts, performance and test data, samples illustrating color, texture and pattern, and any other data or information required to make a valid comparison. Product catalogs containing multiple products shall be marked to indicate which products and product options are being submitted for substitution. Substitution requests submitted with unmarked catalogs will not be reviewed.

PRODUCT REQUIREMENTS

- C. To have the results of a substitution request mailed to the author, include two copies of the substitution request form and a stamped, self-addressed envelope.
- D. Consideration of Substitution Requests Prior to Bid Date: Submit Substitution Requests 5 days prior to bid date. If, in the Architect's opinion, the proposed product is acceptable in lieu of the one or more specified, the Architect will include it in a written addendum which will be issued to bidders. Acceptance of a Substitution Request does not relieve the requestor from meeting the requirements, procedures, and warranties as set forth in this specification. Only those manufacturers, materials, services, and equipment approved in these Specifications or by Addendum will be acceptable for use on this construction project.
- E. Consideration of Substitution Requests After Contract Award:
 - 1. Requests for substitution of specified products after the construction Contract is signed, will be considered only in accordance with paragraphs 2.2.A. and 2.2.B., above. If, in the Architect's opinion, the proposed product is acceptable in lieu of the one or more specified, the Architect will issue a Supplemental Instruction, when Contract Sum or Contract Time is not affected, or a Construction Change Directive or Change Order, when Contract Sum or Contract Time is affected.
 - 2. Substitution requests occasioned by the Contractor's failure to order specified material in a timely manner shall not be considered and delays in construction caused by such an event shall not be waived.
 - 3. One or more of the following five conditions must also be documented:
 - a. The substitution must be required for compliance with final interpretation of code requirements or insurance regulations.
 - b. The substitution must be due to the unavailability of the specified products, through no fault of the Contractor.
 - c. The substitution may be requested when subsequent information discloses the inability of the specified products to perform properly or to fit in the designated space.
 - d. The substitution may be due to the manufacturer's or fabricator's refusal to certify or guarantee performance of the specified product as required.
 - e. The substitution may be requested when it is clearly seen, in the judgment of the Architect that a substitution, would be substantially to the Owner's best interests in terms of cost or time.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect shall consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with the requirements:

PRODUCT REQUIREMENTS

1. Evidence the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses; and names and addresses of Architects and owners, if requested.
5. Samples, if requested.

END OF SECTION

SUBSTITUTION REQUEST

TO: _____

PROJECT: _____

SPECIFIED ITEM:

<u>Section No.</u>	<u>Page</u>	<u>Paragraph</u>	<u>Description</u>
--------------------	-------------	------------------	--------------------

PROPOSED SUBSTITUTION: _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of request including identifying applicable portions.

Attached data also includes description of changes to Contract Documents that proposed substitution requires for proper installation.

Undersigned certifies that the following items, unless modified by attachments, are correct:

- 1. Proposed substitution does not affect dimensions shown on Drawings.
- 2. Undersigned pays for changes to building design, including engineering design, detailing and construction costs caused by proposed substitution.
- 3. Proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
- 4. Maintenance and service parts are available locally or are readily obtainable for proposed substitution.

Undersigned further certifies that function, appearance, and quality of proposed substitution are equivalent or superior to specified item.

Undersigned agrees that, if this page is reproduced, terms and conditions for substitutions found in Bidding Documents apply to this proposed substitution.

Submitted by

Name (Print)

Signature

Firm Name

Address

City, State, Zip

Date

Telephone Fax

General Contractor (if after award of Contract)

For use by A/E:	
<input type="checkbox"/> Approved	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Not Approved	<input type="checkbox"/> Received Too Late
By _____	
Date _____	
Remarks _____	

Attachments

FIELD ENGINEERING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. General installation of products.
 - 2. Progress cleaning.
 - 3. Starting and adjusting.
 - 4. Protection of installed construction.
 - 5. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.

FIELD ENGINEERING

- d. Recommended corrections.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of conditions.

3.2 PREPARATION

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

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of 8-feet in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

FIELD ENGINEERING

- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING

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

FIELD ENGINEERING

- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

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

3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

FIELD ENGINEERING

- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.

1.2 DEFINITIONS

A. Cutting:

1. Removal of in-place construction necessary to permit installation or performance of other Work.
2. Removal of defective Work.

B. Patching:

1. Fitting and repair work required to restore surfaces to original conditions after installation of other Work. Include patch and repair that is implied or consequential to other trades to achieve the intended results.
2. Replacing defective Work with Work that conforms to Contract Documents.

1.3 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
3. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

CUTTING AND PATCHING

7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include but are not limited to the following:
 1. Primary operational systems and equipment.
 2. Air or smoke barriers.
 3. Fire-suppression systems.
 4. Mechanical systems piping and ducts.
 5. Control systems.
 6. Communication systems.
 7. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include but are not limited to the following:
 1. Water, moisture, or vapor barriers.
 2. Equipment supports.
 3. Piping, and equipment.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

CUTTING AND PATCHING

- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.5 WARRANTY

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

CUTTING AND PATCHING

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Proceed with patching after construction operations requiring cutting are complete.

- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, oils, putty, and similar materials.

END OF SECTION

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes special procedures and Work described as part of project closeout, and a description of closeout submittals such as operation manuals, and warranties.

1.2 SYSTEM DESCRIPTION

- A. When the Contractor considers the Work substantially complete, he shall submit to the Architect a written notice that the Work is substantially complete, together with a list of minor work to be completed or corrected. Within a reasonable time after receipt of this notice, the Architect will make an inspection to determine the actual status of completion.
- B. Should the Architect determine that the work is in fact not substantially complete, he will promptly notify the Contractor in writing, giving the reasons. The Contractor shall remedy the deficiencies in the Work, and send a second written notice of Substantial Completion to the Architect.
- B. When the Architect concurs that the Work is substantially complete, he will:
 - 1. Notify the Owner of, and accompany the Owner on, an inspection of the Project.
 - 2. Prepare a Certificate of Substantial Completion on AIA Form G704, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Architect and the Owner.
 - 3. Submit the Certificate to the Contractor and the Owner for their written acceptance of the responsibilities assigned to them in the Certificate.
- C. The Contractor will be allowed no longer than 10 calendar days from the date of Substantial Completion to request that the Architect make his final inspection for acceptance as final completion.
- D. When the Contractor considers the Work complete, he shall submit a letter to the Architect stating that the Contract Documents have been reviewed, and that the Work has been inspected for compliance with Contract Documents.
 - 1. Submission implies that the Contractor has, to the best of his knowledge, completed the Work in accordance with the Contract Documents, including "punch list" items, that equipment and systems have been tested in the presence of the Owner and are operational, and that the Work is completed and ready for final inspection and for certificate of occupancy by the local code enforcement agency.
 - 2. The Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of the Contractor's letter.

CLOSEOUT PROCEDURES

- E. If the Architect considers the Work incomplete or defective, he will promptly notify the Contractor in writing, listing the incomplete or defective Work, and send a copy to the Owner. The Contractor shall then take immediate steps to remedy the stated deficiencies, and send second written notice indicating that the Work is complete, whereupon the Work will be reinspected. When the Project is determined to be acceptable under the Contract Documents, the Contractor may proceed with closeout submittals.
- F. The Contractor may be held liable for the cost of additional inspections if the Architect is forced to make more than two field observations to determine whether or not the Project has been completed.

1.3 SUBMITTALS

- A. Product Data: Finalized copies of product data submitted under Division 1 Section "Submittal Procedures," including but not limited to manufacturer's names of all finish products.
- B. Operations and Maintenance Manuals: Operation instructions and maintenance data, including maintenance personnel instructions, service manuals, and specifications, to be bound in black 3-ring binders, indexed with dividers, for a legible, permanent reference. Submit three copies of instruction books which shall include the following information:
 - 1. Binder covers with title "Operations and Maintenance Manuals," the title of the Project, and subject matter of the binder when multiple binders are used.
 - 2. Name, address, and phone number of the firm/person who installed the equipment or system.
 - 3. Name, address, and phone number of the nearest service facility authorized by the manufacturer.
 - 4. Operating instructions such as start up procedures, inspection and maintenance routines.
 - 5. Schedule as many training sessions as necessary with the maintenance personnel prior to any occupancy of the building. Cover topics such as system start-up, operation, and maintenance procedures. Training sessions shall be conducted by the appropriate subcontractors, with assistance from the Architect.
- C. All warranties and bonds.
- D. Spare parts and extra stock.
- E. Evidence of payment, release of liens and final wage certificates.
- F. Certificate of insurance for products and completed operations.
- G. Final payment and release of retainage will be withheld until all closeout submittals have been received and approved by the Owner.

PART 2 PRODUCTS

CLOSEOUT PROCEDURES

Not Used

PART 3 EXECUTION

3.1 CLEANING

- A. Remove demolition debris, excess construction materials, and construction equipment.
- B. Floors: Interior floors shall be vacuum cleaned or swept with a hair push broom.
- C. Finished building surfaces and appurtenances shall be clean, free from labels, stains, and soil of all kinds wherever located.

END OF SECTION

DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish labor, material and equipment required for the demolition and removal of existing walls, ceilings, and other material as required preparatory to remodeling.
- B. Scope of demolition and removal work is shown on the Drawings.

1.2 PROJECT CONDITIONS

- A. Existing Conditions: Verify existing conditions at the site and include all work evident by site inspection whether or not shown on the Drawings. Include demolition that is implied or consequential to other trades to achieve the intended results.
- C. Notify the Architect in advance of cutting or alteration which may affect the structural safety of any portion of the project.
- D. All material and debris resulting from demolition Work, unless specifically designated for reuse or to be turned over to the Owner, shall become property of the Contractor and be removed from the site at Contractor's expense.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Inspect the work to determine condition of existing building and amount of existing materials and debris to be removed. Materials shall not be thrown or dropped outside exterior walls except in fully enclosed chute. Remove debris from the site as demolition progresses and do not allow to accumulate on the premises.

3.2 PREPARATION AND COORDINATION

- A. Utilities: Coordinate demolition work with affected utility agencies or electrical and mechanical crafts. Completely remove all existing utility services which are not a part of new work or designated to remain. Save and protect existing utilities shown to remain. Notify Architect at once if unknown utilities are found in the work.
- B. Laws and Ordinances: Comply with the applicable laws and ordinances governing the disposal of debris on or off the site, and commit no trespass on any public or private property in any operation due to or connected with demolition.

DEMOLITION

3.3 DEMOLITION PROTECTION

- A. Existing Facilities: Protect adjacent walkways, building entries, and other building facilities during demolition operations.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during demolition and cleaned and reinstalled in their original locations after demolition operations are complete.
- C. Salvaged Items for Reuse in the Work:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
 - 6. The following items shall be salvaged for reuse:
 - a. The existing exposed hardwood floor where the floor is removed for construction.
- D. Existing Utilities: Maintain utility services indicated to remain and protect them against damage during demolition operations.
 - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
 - 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
- E. Temporary Protection: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise from portions of the building that are outside the scope of this Project.

3.4 DEMOLITION, GENERAL

- A. General: Demolish indicated portions of existing building as detailed. Include demolition that is implied or consequential to other trades to achieve the intended results. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 - 2. Maintain adequate ventilation when using cutting torches.

DEMOLITION

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.

3.6 ASBESTOS REMOVAL

- A. Owner has commissioned a hazardous materials survey which notes the presence of asbestos containing materials (ACM's) and other hazardous materials such as lead paint in the building. It is intended that the contractor shall include removal and disposal of all ACM's and other hazardous materials from the building during demolition. Work shall be performed by an Oregon DEQ licensed asbestos abatement contractor in accordance with all Oregon DEQ rules and regulations, and any required permits.
- B. If during the course of the demolition work, the Contractor observes or suspects the existence of asbestos in the structure or building not identified in the hazardous material survey, the Contractor shall immediately stop work in that area and promptly notify the Owner and the Architect.
- C. For the purposes of bidding, the hazardous material surveys have been included.

END OF SECTION

GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish all labor, material, equipment and services necessary for the installation and finishing of all gypsum board partitions and ceilings on wood framing and furring. Include installation of acoustical insulation.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM).
 - 1. ASTM C 475/C 475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2002.
 - 2. ASTM C 840 - Standard Specification for Application and Finishing of Gypsum Board; 2005.
 - 3. ASTM C 1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2005.
 - 4. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2004.
- B. GA-600 - Fire Resistance Design Manual; Gypsum Association; current addition.

1.3 SUBMITTALS

- A. Submit the following in accordance with Division 1 Section "Submittal Procedures."
- B. Manufacturer's product data.

1.4 QUALITY ASSURANCE

- A. Provide completed assemblies complying with ASTM C 840.
- B. All gypsum board products shall be manufactured in the United States of America.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Coordinate delivery with installation to minimize storage periods. Deliver in unopened containers, bundles or packages fully identified with the manufacturer's name, brand, type and grade. Protect from weather, soiling and damage.

1.6 PROJECT CONDITIONS

- A. Examine the conditions under which the gypsum board is to be installed. Commencement of work establishes acceptance of work conditions.
- B. Installation not permitted until a uniform temperature of 55°F to 70°F can be maintained in the building and ventilation provided to eliminate excessive moisture.

GYPSUM BOARD ASSEMBLIES

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Product manufacturers are listed in Paragraph 2.2.
- B. Other Manufacturers: Submit Substitution Requests prior to bid date in accordance with Division 1 Section "Product Requirements."

2.2 MATERIALS

- A. Obtain all components and materials of the gypsum board system from manufacturers recommended and approved by the gypsum board manufacturer, unless otherwise indicated.
- B. Gypsum Board:
 - 1. Walls and Ceilings: G-P Gypsum Corporation "ToughRock Fireguard," or USG "Sheetrock Brand Firecode," Type X fire retardant type, 5/8-inch thick, tapered edges, 48-inches wide and in lengths as long as practical to minimize number of joints. UL labeled and ICC approved, ASTM C1396.
 - a. At patch and repair of existing ceiling locations, thickness of gypsum board to match the thickness of existing adjacent ceilings.
- C. Fasteners: Type W screws or annular ringed nails for wood framing, Type GWB-54, 1-7/8-inch length. Parker or six penny (6d) cooler type nails.
- D. Joint Treatment: Provide materials from same manufacturer as gypsum board, ASTM C475/C475M.
 - 1. Joint Tape:
 - a. Gypsum Board: Paper.
 - 2. Joint Compound for Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
 - a. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
 - b. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
 - c. Use setting-type compound for installing paper-faced metal trim accessories.
 - d. Fill Coat: For second coat, use drying-type, all-purpose compound.
 - e. Finish Coat: For third coat (final coat of Level 4 finish), use drying-type, all-purpose compound.

GYPSUM BOARD ASSEMBLIES

- E. Caulking:
 - 1. Non-setting, non-staining, acoustically tested caulking, ASTM C919.
 - 2. Products:
 - a. Sheetrock Acoustical Sealant by U.S. Gypsum.
 - b. Acoustical Sealant by Tremco. A black synthetic rubber material suitable for concealed locations only.
 - c. Sil Pruf, SCS 2000 by General Electric.

- F. Electrical Receptacle Box Putty Pads:
 - 1. Kinetics Noise Control, "IsoBacker."
 - 2. Hilti, "Firestop Putty Pad CP 617."
 - 3. STI, "SpecSeal Putty Pad." 4.3M, "MPP+."

- G. Trim Accessories:
 - 1. Hot-dip galvanized steel corner beads, edge trim, and control joints, ASTM C1047.
 - 2. Shapes indicated below by reference to Fig. 1 designations in ASTM C1047:
 - a. Corner bead on outside corners, unless otherwise indicated.
 - b. LC-bead with both face and back flanges; face flange formed to receive joint compound, provide for edge trim unless otherwise indicated.
 - c. L-bead with face flange only; face flange formed to receive joint compound, provide where indicated.
 - d. U-bead with face and back flanges; face flange formed to remain without application of joint compound, provide where indicated.
 - e. One-piece control joint formed with V-shaped slot, with removable strip covering slot opening.

GYPSUM BOARD ASSEMBLIES

PART 3 EXECUTION

3.1 INSTALLATION

A. Installation Standards:

1. Installation of gypsum board assemblies, ASTM C840.

B. Gypsum Board:

1. Prior to commencing gypsum board installation, install acoustical insulation where detailed in accordance with insulation manufacturer's installation instructions.
2. In areas where gypsum board is called for on the walls and ceiling, install the ceiling first then the wall unless detailed otherwise.
3. Where partitions are sound or fire-rated construction, apply caulking sealant to all cut-outs and intersections with adjoining structure as described in Sealant Application, below. This requires that the gypsum board be cut for loose fit around the partition perimeter leaving a space approximately 1/8-inch wide. Line the inside of equipment recesses with gypsum board to maintain the integrity of sound and fire-rated wall construction.
 - a. Install resilient channels according to manufacturer's instructions.
 - b. Verify that electrical receptacle boxes have been properly installed in sound rated walls. Electrical receptacle boxes in walls should be spaced a minimum of 24" apart. Boxes on opposite sides of the wall should not be placed in the same stud cavity.
4. Use gypsum board panels of maximum practical length to minimize end joints. Arrange joints on opposite sides of partition walls to occur on different studs and stagger butt joints on the same surface. Where partitions intersect exterior walls, start installation at exterior end to position butt joints as far away from exterior wall as possible. Board shall be brought into contact but not forced into place with all ends and edges neatly fitted. Use "Floating Interior Angle" application at all ceilings. Bottom edge of gypsum board on walls shall be a maximum of 1/4-inch above floor.
5. Attach gypsum board to wood framing supports, fasten 7-inches o.c. on ceilings and 8-inches o.c. on walls. For double fastening method, apply first fastener 12-inches o.c. with second fastener in close proximity (2-inches). Fasteners spaced at not less than 3/8-inch from edge and ends of board.
6. While fasteners are being driven, hold gypsum board in firm contact with underlying supports, fastening from the center of the board toward ends and edges. Drive fasteners tight, with heads slightly below surface, taking care to avoid breaking the paper face.
7. For double layer panel application, install either by screw attachment or adhesive method. Screw-attach the outside layer of boards installed by adhesive method. Apply both layers vertically with joints in face layer offset from joints in base layer.

GYPSUM BOARD ASSEMBLIES

8. Cut board neatly and fit around pipes, electrical outlets, mechanical work, etc. Remove any loose face paper at cuts and fill holes or openings with quick setting plaster. Where board appears loose from framing, install second fastener within 1-1/2-inches of first.
 9. Finish in every location with metal edge and corner bead unless finishing details are given and edge is covered with molding or trim. Install control joints vertically at corners of door frames, and at a maximum of 30-feet apart on unbroken wall surfaces.
- C. Sealant Application:
1. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.
 2. Partition Perimeter: Apply a 1/4-inch minimum bead of sealant on each side of plates, including those used at intersections with dissimilar wall construction. Immediately install gypsum board, squeezing sealant into firm contact with adjacent surfaces. Fasten board as specified.
 3. Partition Intersections: Before taping and finishing, seal edges of face layer of gypsum board abutting intersecting partitions.
 4. Openings: Apply a 1/4-inch bead of sealant around all cut-outs to seal openings of electrical boxes, ducts, pipes and similar penetrations. Caulk sides and backs to seal electrical boxes.
 5. Control Joints: Before installing control joints, apply sealant in back of joint to reduce flanking sound path.
 6. In all sound-rated walls, electrical receptacle boxes shall be sealed around the perimeter with acoustical caulk, and all unused knock-out holes shall be plugged with knock-out caps.
 - a. Electrical outlet box back putty pads shall be installed on the back of all boxes on both sides of the wall in all walls with a rating of STC 49 or higher.
- D. Joint Finishing:
1. Level 1, ASTM C840 and GA-214-10: Rough taping permitted only in concealed spaces and service or unfinished areas as scheduled, including gypsum board which will be covered by rigid finish material fully concealing joints and which will not telegraph unevenness.
 2. Level 4, ASTM C840 and GA-214-10:
 - a. Tape joint compound and finishing compound as recommended by manufacturer of gypsum board.
 - b. Using suitable tool or machine, apply a thin uniform layer of joint compound approximately 3-inches wide to the joint to be reinforced.

GYPSUM BOARD ASSEMBLIES

- c. Center tape over the joint and seat into the compound, leaving sufficient compound under the tape to provide proper bond.
- d. Apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories.
- e. Touch-up and sand between coats and after last coat as needed to produce a surface free of visual defects and ready for decoration.
- f. Use only water resistant materials with moisture resistant type gypsum board.
- g. Upon completion of finish sanding to a smooth surface, remove all dust from wall surface. Wipe down the entire wall surface with a damp sponge mop.
- h. Apply Level 4 Finish to all exposed paper faced gypsum board, except where Level 1 is allowed, or Level 3 is scheduled.

3.2 CLEANING

- A. Do not dispose of or leave excess gypsum board materials or debris on the premises. Leave each area broom clean after completing gypsum board work. Clean spots and spills of taping and finishing compounds from all adjacent surfaces and equipment.

END OF SECTION

PAINTING

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish all labor, material, equipment, and services necessary for and incidental to painting work. Paint all surfaces in finished room areas as scheduled and those which normally require a paint finish for proper appearance and best serviceability such as wood, gypsum board, metal work, structural steel, flashing, exposed conduit, pipes and ducts, louvers and grilles, unless excepted.
- B. Related Documents:
 - 1. Divisions 21 through 23 for painting of mechanical items such as piping, equipment, ductwork, etc., as required by those Divisions.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM).
- B. Architectural Woodwork Institute (AWI).
- C. Master Painters Institute (MPI).
- D. The Society for Protective Coatings (SSPC).
- E. Painting and Decorating Contractors of America (PDCA).

1.3 DEFINITIONS

- A. Regardless of the specular gloss name paint manufacturers give their products, provide specular gloss as measured on a 60° and 85° geometry Parallel-Beam Glossmeter per ASTM D523 and as defined by Master Painters Institute as follows:
 - 1. Gloss Level 1: Traditional matte finish; flat. Gloss at 60°: Maximum 5 units. Sheen at 85°: Maximum 10 units.
 - 2. Gloss Level 2: High side sheen flat; velvet-like finish. Gloss at 60°: Maximum 10 units. Sheen at 85°: 10 to 35 units.
 - 3. Gloss Level 3: Traditional eggshell-like finish. Gloss at 60°: 10 to 25 units. Sheen at 85°: 10 to 35 units.
 - 4. Gloss Level 4: Satin-like finish. Gloss at 60°: 20 to 35 units. Sheen at 85°: Minimum 35 units.
 - 5. Gloss Level 5: Traditional semi-gloss. Gloss at 60°: 35 to 70 units.

PAINING

6. Gloss Level 6: Traditional gloss. Gloss at 60°: 70 to 85 units.
7. Gloss Level 7: High gloss. Gloss at 60°: More than 85 units.

1.4 SUBMITTALS

- A. Submit in accordance with requirements of Division 1 Section "Submittal Procedures."
- B. Samples: Samples of mixed paint, wood clear coating applied to surfaces approximating job conditions with test areas painted on job if required. 12-inch x 12-inch minimum size of samples. Obtain preliminary approval of samples before doing any work on job.
- C. Complete materials list indicating all materials proposed for use; show manufacturer's name, material type and name, color name and formulation, gloss level, and location where material will be used. Revise list for changes made during construction and resubmit. Where paint provided varies from specified manufacturer's product, submit product data for both the specified basis of design product and proposed paint product. Clearly note any variance between submitted product data and specified product data.
- D. Paint manufacturer certification of compliance with the VOC and chemical component limits of Green Seal requirements.
 1. Flat paint: Maximum of 50 grams/liter VOC.
 2. Non-flat paints and Primers: Maximum of 150 grams/liter VOC.
- E. Painting subcontractor's PDCA membership status for national, state, and local levels.

1.5 QUALITY ASSURANCE

- A. Paints and coatings shall comply with the VOC and chemical component limits of Green Seal requirements.
- B. Painter shall be a PDCA member at national, state, and local levels.
- C. Mock-ups:
 1. Brush-out areas, 5-feet x 5-feet, as selected by Architect for each color and gloss level for review and prior to final color approval. After acceptance of color brush out, use that work as the reference standard to be matched by subsequent completed work.
 2. 10 l.f. of paint color and finish for handrails, trim, and other linear elements of in-place surfaces. Acceptable samples may be incorporated into the Work.
 3. One brush-out area of approximately 100 s.f. painted with the predominate ceiling color in a well-lit area selected by Architect. Paint 100 s.f. of primer, 70 s.f. of first finish coat and 40 s.f. of second finish coat such that the completed mock-up will have three levels of paint, i.e., primer only, primer plus one finish coat, and primer plus two finish coats. Leave approved mock-up in place during painting as a standard of comparison to

PAINTING

finished work. At completion of painting, repaint mock-up wall as necessary to conceal all lap marks.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Designate one location for the storage and mixing of materials. Keep location in a neat and clean condition at all times.
- B. Deliver materials only when building is closed in and completed sufficiently to prevent freezing and other damage to paint products.
- C. Deliver all materials to the job site in new and unopened containers, with the manufacturer's name, brand name, batch number, color, directions for tinting, mixing and application on a printed label on every container.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Paint Manufacturers:
 - 1. PPG Amercoat.
 - 2. Benjamin Moore.
 - 3. Dow Corning.
 - 4. Kelly-Moore.
 - 5. R.J. McGlennon.
 - 6. Miller.
 - 7. PPG Pittsburgh Paints.
 - 8. Rodda.
 - 9. Sherwin Williams.
 - 10. USG.
- B. Other Manufacturers: Submit Substitution Requests prior to bid date in accordance with Division 1 Section "Product Requirements."

2.2 MATERIALS

- A. Provide paint products from one or more manufacturers as required to comply with the color/gloss level/product type combinations. The gloss level of manufacturer's product numbers

PAINTING

in this specification may not match the required gloss level specified. Adjust manufacturer's product numbers within the same quality line to match the required gloss level.

B. Exterior:

1. Enamel, Gloss Level 5, on Metal (System A):
 - a. Prime Coat:
 - (1) Ferrous Metals, Galvanized Metals, and Non-ferrous Metals:
 - (a) First coat latex metal primer.
 - (b) Manufacturers: PPG Pitt Tech Primer Finish DTM 90-712.
 - (2) Precoated Metal (PVDF): Treat painted surfaces with solvent and prime with epoxy.
 - (a) Solvent Manufacturers: PPG Amercoat "Amerase."
 - (b) Epoxy Primer Manufacturers: PPG Amercoat "385."
 - b. Second and Third Coats:
 - (1) Water-based alkyd enamel, gloss level 5.
 - (2) Manufacturers: PPG Speedhide WB Alkyd Semi Gloss 6-1610
2. Acrylic, Gloss Level 5, on Concrete, Concrete Block and Cement Plaster: Same as Interior Concrete and Concrete Block (System E).

C. Interior:

1. Enamel, Gloss Level 5, on Metal: Same as Exterior Metal Surfaces (System A).
2. Acrylic, Gloss Level 5, on Concrete Block Surfaces (System E):
 - a. Prime Coat:
 - (1) Acrylic latex interior/exterior block filler.
 - (2) Manufacturer: PPG "Speedhide Masonry Block Filler 6-7."
 - b. Second and Third Coats:
 - (1) 100% acrylic latex, gloss level 5, roller- or brush-applied, no spray permitted.
 - (2) Manufacturer: PPG Speedhide Zero VOC Semi Gloss 6-4510.

PAINTING

3. Acrylic, Gloss Level 5, on Concrete (System F):
 - a. Prime Coat:
 - (1) Acrylic primer.
 - (2) Manufacturer: PPG "Speedhide Zero VOC Latex Sealer 6-4900 Primer-Sealer."
 - b. Second and Third Coats:
 - (1) 100% acrylic latex, gloss level 5, roller- or brush-applied, no spray permitted.
 - (2) Manufacturer: PPG "Speedhide Zero VOC Semi Gloss 6-4510."
4. Water-Based Acrylic, Gloss Level 5, on Wood (System H):
 - a. Prime and Backprime Coat:
 - (1) Water-based acrylic wood primer.
 - (2) Manufacturer: PPG "Seal Grip FD Latex Wood Primer 17-9517 Primer."
 - b. Second and Third Coats:
 - (1) Interior water-based alkyd enamel, gloss level 5.
 - (2) Manufacturer: PPG "Speedhide WB Alkyd Semi-Gloss 6-1510."
5. Acrylic, Gloss Level 3, on Gypsum Board (System K):
 - a. Prime Coat
 - (1) Vinyl acrylic latex primer.
 - (2) Manufacturer: USG "Sheetrock Brand Primer Surfacer Tuff-Hide."
 - b. Second and Third Coats:
 - (1) 100% acrylic latex, gloss level 3. Gloss Level 10 – 35 @ 85, 10 – 25 @ 60.
 - (2) Manufacturer: PPG "Speedhide Zero VOC Latex Satin 6-4410," 10-20 @ 60.
6. Clear Coating, Gloss Level 4, on Wood (CC):

PAINTING

- a. AWI System post-catalyzed lacquer for closed grain woods. Application: Clear Coating of Existing Glulam Beams.
 - b. Prime Coat:
 - (1) Catalyzed lacquer, thinned 50%.
 - (2) Manufacturer: R.J. McGlennon "84 Series LVH-101 Low VOC Chemlac."
 - c. Second and Third Coats:
 - (1) Catalyzed lacquer, gloss level 4.
 - (2) Manufacturer: R.J. McGlennon "84 Series LVH-101 Low VOC Chemlac."
7. Clear Sealer, on Existing Concrete Floor:
- a. L&M Construction Chemicals; Seal Hard
 - b. Other Manufacturers: Submit Substitution Requests prior to bid date in accordance with Division 1 Section "Product Requirements."

PART 3 EXECUTION

3.1 PROTECTION

- A. Protection of Surfaces and Cleaning: Protect floors and other adjoining surfaces from paint droppings and spillage of materials.

3.2 SURFACE PREPARATION

- A. General:
 - 1. Carefully examine all surfaces over which finish is to be applied. Any surface not suitable for the proper finish which cannot be rectified by light sanding, cleaning, etc., must be brought to the attention of the Architect before any materials are applied. Do not proceed with the work until such conditions have been rectified. Beginning work denotes acceptance of substrates.
 - 2. All surfaces shall be thoroughly dry before any finish is applied and application shall not be done in severely cold weather except under instructions from the Architect.
- B. Wood:
 - 1. Prime and back prime all woodwork immediately upon receipt at the job. Required for all wood finish and trim unless material has been pressure preserved or dip treated and

PAINING

sealed. One coat primer or undercoat as used for finishing on painted work, or one coat sealer compatible with finish coats on transparent stain finished work.

2. Properly sand wood surfaces before any paint is applied. Knots or sappy places shall be given one coat of shellac at least twelve hours before being painted. Shellac is not to be used on any other surfaces. Use putty or wood filler of the same shade as the finish coat in filling nail holes, checks, and other blemishes, then lightly sand smooth as soon as filler has hardened.
- C. Metal:
1. All metal installation shall be made complete and ready for painting. Precoated steel supplied by Division 7 Section "Flashing and Sheet Metal" and insulated panels supplied by Division 8 Section "Glazing," shall receive final paint coating by this Section. Touch-up shop or prime coats that have been damaged with material of the same type and quality as originally used on the shop coat. Thoroughly remove all rust previous to this priming operation.
 2. Etch galvanized metal with phosphoric acid solution prior to applying primer.
 3. Prepare substrate and apply coatings in strict adherence with coating manufacturer's instructions.
- D. Gypsum Board Surfaces: Paint shall not be applied to any surface until it is thoroughly dry and cured. Prime surfaces that show hot spots or alkali in order to prevent such blemishes from showing through the paint. Brush off all loose particles or crystals which may have formed.
- E. Existing Painted Surfaces: Prepare by sanding or other procedures necessary prior to application of new paint. Primer only required on surfaces of bare substrate unless needed for adhesion to painted substrate. Verify compatibility of new and old paint prior to application of two top coats.

3.3 APPLICATION

- A. Employ workers skilled in the application of paint products specified.

PAINING

- B. When paint mixing is required on the job, perform mixing on the premises immediately before applying, and thoroughly stir and strain all materials. Do not change or reduce any material in any way except as specified by paint manufacturer.
- C. Except where method of application is specifically noted, all materials shall be applied by brush or roller. Application by spray only where approved by the Architect. All spray application shall be by airless method only, except where electrostatic application is noted.
- D. Coverage and Workmanship:
 - 1. Assume all responsibility for paint coats applied over surfaces and undercoats which have not been inspected and approved by Architect. Apply any additional coats of paint, as directed by Architect, where surface preparation and undercoats have not been approved before painting. Make finished work match approved samples.
 - 2. The visible parts of the structure behind grilles and louvers are to be painted with flat black enamel.
- E. Drying: Apply paints to surfaces at atmospheric temperatures of not less than 50°F and maintain this minimum temperature throughout the drying time. Ensure adequate ventilation in all painted spaces. Allow sufficient time to elapse as recommended by the manufacturer, between successive coats, to permit proper drying. Modify as necessary to suit adverse weather conditions.
- F. Exterior:
 - 1. Metal: All exposed metal items including metal doors and frames, structural and miscellaneous steel, flashings, plumbing vents, mechanical equipment, ducts, grilles and louvers, pipe and electrical conduits are to receive a total of three coats of material, as specified above. Shop coat to be considered one coat; touch-up as required.
 - 2. Plaster: For stucco and other plaster surfaces. Apply by brush or roller three coats of material as specified above.
 - 3. Elastomeric Coating:
 - a. Job Conditions: Temperature for application of coating must be 40°F or higher and must remain so for a minimum of 48 hours. Coating shall not be applied when there is a threat of rain within 24 hours or the relative humidity is in excess of 90%.
 - b. Surface Preparation:
 - (1) Surfaces shall be clean, dry, above 40°F and free of efflorescence, grease, oil, form release agents and curing compounds. On previously painted surfaces, all loose, peeling, and chalking paint must be removed and all gloss must be removed by sanding.

PAINTING

(2) Clean substrate with Prosoco's "Sure Klean 600" or household detergent. Flush wall thoroughly with clean water.

- c. Mixing: Thoroughly hand mix elastomeric coating until a uniform workable consistency is attained.
- d. Application: Apply in two coats with an airless sprayer or roller to a total dry film thickness of 10 mils over one coat of primer. When applying by roller, apply in multiple directions and then lightly finish in one direction to ensure that no lap marks remain. Initial coat must be completely dry before recoating. Ensure that final coating is free of pinholes. For hot weather application, follow manufacturer's instructions to prevent lap marks.

G. Interior:

- 1. Wood Enamel: For doors and trim where scheduled. All surfaces are to receive three coats, one prime coat and two coats of enamel. Sheen of finish as specified above or selected. Sand smooth all surfaces after puttying, removing excess putty and prime coat imperfections. Sand lightly between second and third coats. Paint top, bottom and edges of all doors the same number of coats as the door faces after doors have been fitted.
- 2. Metal Enamel: All surfaces are to receive three coats (total including prime coat) of materials as specified above. All exposed interior metal, including but not limited to, door and relite frames, doors, electrical plaster rings, grilles, railings, registers, conduit, pipe, mechanical ducts, structural metal truss connections, etc., in finished room areas are to be painted as called for above.
- 3. Gypsum Board: All surfaces shall receive three coats of material, as specified above. Remove dust from surfaces, clean off or seal all stains and marks which may show or bleed through finishes.
- 4. Concrete Block: Apply one prime coat and two finish coats of material specified above.
- 5. Clear Coating: For wood surfaces where scheduled. One coat each of primer, undercoating, and finish coat. Paint top, bottom, and edges of door the same number of coats as the door faces after doors have been fitted.
- 6. Epoxy Finish on Gypsum Board: Apply one prime coat and two finish coats using manufacturer's application instructions.
- 7. Clear Sealer on Concrete Floor:
 - a. Light grind existing concrete floor.
 - b. Clean floor slabs to remove all grease, paint, taper's putty, and other foreign matter. Thoroughly vacuum clean area, using heavy-duty commercial vacuum cleaner to remove all dust and dirt.

PAINING

- c. Apply acrylic sealer immediately after cleaning by either spray or roller at rate of 350 to 400 s.f./gallon without holidays or puddling.
- d. Sealed surface to be uniformly coated and even appearing, free from visible stains and evidence of uneven application. Correct defective areas by additional sanding and reapplication of sealer.

END OF SECTION