

PROJECT MANUAL

CITY OF WOODBURN MUSEUM &
THEATER RENOVATION

October 21, 2021

PROJECT MANUAL

CITY OF WOODBURN MUSEUM & THEATER RENOVATION
455 N. Front Drive,
Woodburn, OR 97071

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
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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 **Wednesday December 01, 2021 at 11:00 A.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, or bring them inside to the front desk. 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. ***Please address to the attention of Jesse Cuomo.***

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 recommended pre-bid conference will be held at: Woodburn Museum & Theater, 455 N. Front Street, Woodburn, OR 97071. This pre-bid site visit is recommended for prospective bidders, in order to better understand the scope. Due to health and safety concerns, Bidders will be required to reserve a time on **Wednesday November 03, 2021**, scheduled between the hours of 11:00 a.m. - 1:00 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 LOCATION: Bid Documents may be examined at the following location:

Woodburn: City of Woodburn's web site: <http://www.woodburn-or.gov/publicworks/bidsrfps.aspx>

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.

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.

BID SOLICITATION

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.

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: Alternate 1 includes an alternate price to demolish all existing interior wall conditions and lower ceilings at the Theater core: restrooms, kitchenette, hallway, storage. Rebuild per sheet A102 rooms 112, 113, 114, 115. This will likely require engineering details and calculations for load bearing walls. This work will follow the original plans but be Design-Build.

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.
- C. The contractor shall contain a provision that the Contractor shall pay and perform according to the conditions required by ORS 279C.800 to 279C.870, Prevailing Wage Rate. Contractor shall furnish an Oregon Public Works (BOLI) Bond as required by Oregon Statute.

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:

INSTRUCTIONS TO BIDDERS

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

- 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: **\$200 AND \$210k**
- 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/employees/Pages.prevailing-wage-rates.aspx> and listed as "Prevailing Wage Rates for Employers" effective July 1, 2021 and associated Amendments.

1.6 PREBID CONFERENCE

- 1.7 A recommended pre-bid conference will be held at: Woodburn Museum & Theater, 455 N. Front Street, Woodburn, OR 97071. This pre-bid conference is strongly recommended for prospective bidders, in order to better understand the scope. Due to health and safety concerns, Bidders will be required to reserve a time on **Wednesday November 01, 2021**, at one of the following times: 11:00 a.m.; 11:30 a.m.; 12:00 p.m., or 12:30 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]

INSTRUCTIONS TO BIDDERS

[Bidder's Address]

Bid For: The City of Woodburn Museum & Theater Reroof and Seismic Upgrades

1.9 AWARD OF THE CONTRACT

- 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.

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 BID GUARANTEE

- A. Attach bid security to all bids in the form of a surety bond, cashier's check, or certified check of the bidder in the amount equal to ten percent (10%) of the Basic Bid amount made payable to City of Woodburn Public Works as a guarantee that bidder will, if awarded the Contract, execute same and furnish the specified performance and labor and materials payment bond.
- B. The Owner reserves the right to hold the bid security of the two lowest bidders until a Contract is signed, or for 30 calendar days, whichever is less. All other bid security will be returned as soon as practical. Any bidder refusing to enter into a Contract and furnish specified bonds within five calendar days after notification that his bid has been accepted, shall forfeit his bid security to the Owner as liquidated damage, but not as a penalty.

1.12 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 of such laws shall be supplied to the Owner upon request, for purposes of investigation to ascertain compliance with such acts, regulations, and orders.

1.13 DISCLOSURE OF FIRST TIER SUBCONTRACTORS

INSTRUCTIONS TO BIDDERS

- A. Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement Project in the "Invitation to Bid", or in other advertisement or solicitation documents, exceeds \$100,000, the Bidder shall, within 2 working hours of the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:
 - 1. 5% of the total Project Bid, but at least \$15,000; or
 - 2. \$350,000, regardless of the percentage of the total Project Bid.
- B. For each Subcontractor listed, Bidders shall state:
 - 1. The name of the Subcontractor;
 - 2. The dollar amount of the subcontract; and
 - 3. The category of Work that the Subcontractor would be performing.
- C. If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the Bid.
- D. The Subcontractor Disclosure Form may be submitted for a paper Bid (See **00120.05(b-1)** **either:**
 - 1. **By filling out the Subcontractor Disclosure Form printed from the Bid Booklet on the Agency's Engineering Division's website, or;**
 - 2. _____
- E. Subcontractor Disclosure Forms will be considered late if not received by the Agency within 2 working hours after the time designated for receiving Bids.
- F. The Agency is not responsible for partial, failed, illegible or partially legible facsimile (FAX) transmissions or submittals, and such forms may be rejected as incomplete.
- G. In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.
- H. Bids not in compliance with the requirements of this Subsection will be considered non-responsive.
- I. **Submit list of subcontractors on Document 00 45 50 First-Tier Subcontractor Disclosure Form, sealed in an opaque envelope, addressed and delivered to the same location as the Bid.**

1.14 SCHEDULE OF VALUES

INSTRUCTIONS TO BIDDERS

- A. Upon request by the Architect, the selected bidder shall within seven days thereafter, submit to the Architect a Schedule of Values of various parts of the work, including quantities and amount aggregating the total sum of the Contract. With each application for payment, the Contractor shall furnish a detailed statement comprising various items which represent the total amount of work completed to the date upon which application for payment is made. No application for payment will be considered unless accompanied by such a statement.

END OF DOCUMENT

PRE-BID MEETING

PART 1 GENERAL

1.1 SCHEDULE AND ATTENDANCE

- A. This pre-bid meeting is recommended for all prospective bidders.
- B. Meeting Date: Wednesday November 01, 2021
- C. Meeting Time: 11:00 a.m.; 11:30 a.m.; 12:00 p.m.; 12:30 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

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 **January 10, 2021.**
- B. Obtain Substantial Completion of the Project not later than **5:00 p.m., Thursday May 04, 2022**
- 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: Wednesday, December 01, 2021 LOCAL TIME: 11:00 am

DISCLOSURE DEADLINE DATE: Dec. 01, 2021 LOCAL TIME: 1:00 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; or drop inside at front desk with:

ATTENTION TO: JESSE CUOMO
270 Montgomery St
Woodburn, OR 97071

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

THIS DOCUMENT SHALL NOT BE FAXED OR EMAILED AS A PDF.

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.

END OF DOCUMENT

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: _____

BONDS

PART 1 GENERAL

1.1 SUMMARY

- A. The Performance Bond and Payment Bond, AIA Document A312, is hereby incorporated into the Contract Documents.
- B. An example of the Performance Bond and Payment Bond may be examined at the Architect's Office, and copies can be ordered from:
 - 1. Portland Chapter AIA; 403 NW 11th Ave; Portland, OR 97209; (503) 223-8757
 - 2. American Institute of Architects; Box 60; Williston, VT 05495; (800) 365-2724
- C. Additionally, Document can be ordered from American Institute of Architects at:
 - 1. <http://documentsondemand.aia.org/>

END OF DOCUMENT

GENERAL CONDITIONS

PART 1 GENERAL

1.1 SUMMARY

- A. The General Conditions of the Contract are the American Institute of Architects' AIA Document A201, "General Conditions of the Contract for Construction," 2007 Edition, Articles 1 through 15 inclusive, which is hereby incorporated as part of the Contract Documents.
- B. An example of the General Conditions of the Contract may be examined at the Architect's Office, and copies can be ordered from:
 - 1. Portland Chapter AIA; 403 NW 11th Ave; Portland, OR 97209; (503) 223-8757
 - 2. American Institute of Architects; Box 60; Williston, VT 05495; (800) 365-2724
- C. Additionally, Document can be ordered from American Institute of Architects at:
 - 1. <http://documentsondemand.aia.org/>

END OF DOCUMENT

SUPPLEMENTARY CONDITIONS

Supplementary Conditions consists of changes and additions to the AIA Document A201-2007 "General Conditions of the Contract for Construction." Where any part of the General Conditions is modified or voided by the Supplementary Conditions, the unaltered provisions shall remain in effect. The Supplementary Conditions and technical Sections of the Specifications take precedence where in conflict with the General Conditions. The numbering system utilized below corresponds to identically numbered provisions of the General Conditions.

1.1 BASIC DEFINITIONS

1.1.1.1 Add Paragraph: "Only the hard copy (paper) format of the Contract Documents shall be binding."

1.1.1.2 Add Paragraph: "Use of Contract Documents in electronic media format will be permitted upon receipt of signed and dated "Agreement Between Contractor and Architect Concerning Use of Electronic Media" (form included herein).

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 Replace Paragraph with: "The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results."

1.2.1.1 Add Paragraph: "Reference in the Specifications to an article, device, or piece of equipment in the singular number shall apply to as many such articles as are shown on Drawings or required to complete the installation. Mention in the Specifications or indication on the Drawings of articles, products, materials, operations, or methods requires the Contractor to provide and install such items including all necessary plant, labor and appurtenances. Titles and headings are a part of the Specifications, the same as the text of the article or paragraph. Notes on Drawings are considered Specifications, equal in force to those in the printed text."

1.2.1.2 Add Paragraph: "When several materials are specified, or approved, for one use, select for use any of those so specified. For specified materials and brands, no substitutions are permitted other than as approved before the bid opening, in accordance with Instructions to Bidders."

1.2.1.3 Add Paragraph: "In the event of a conflict or inconsistency in or among the Contract Documents, or between the Contract Documents and applicable codes in effect at the time the Contract Sum is bid or negotiated, the Contractor shall, unless directed otherwise in writing by the Architect, provide the greatest quantity, highest quality, highest degree of safety, and most stringent material, equipment or Work."

1.2.4 Add Paragraph: "Sections of Division 1 - General Requirements govern the execution of all Sections of the Specifications."

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.2 Add Paragraph: "The Owner's exercise of its right to stop Work pursuant to Subparagraph 2.3.1 shall not relieve the Contractor from any of its responsibilities and obligations under the Contract Documents."

SUPPLEMENTARY CONDITIONS

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 In the second sentence add: "and expenses" after "Architect's additional services."

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.2 Revise the second sentence to read: "These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor, or in the exercise of ordinary care, reasonably should have recognized, such error, inconsistency, omission, or difference as a request for information in such form as the Architect may require.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 Replace Paragraph with: "The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract."

3.3.2 Replace Paragraph with: "The Contractor shall be responsible to the Owner for acts and omissions of the Contractor, Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors."

3.4 LABOR AND MATERIALS

3.4.2 Replace Paragraph with: "Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions of material and labor only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product, and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for the product specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract and waives all claims for additional costs related to the substitution which subsequently become apparent;
- .4 will be responsible for any redesign costs caused by the substitution;
- .5 will coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects;
- .6 will install all materials in accordance with applicable manufacturer's recommendations; and
- .7 will be responsible for all other costs attributable to the substitution."

3.4.4 Add Paragraph: "The Contractor shall conform to Federal, State, and local legal requirements pertaining to the employment labor and labor conditions on the job. All employees shall be skilled in their respective trades, and shall do work of a standard and quality equal or higher than as specified.

SUPPLEMENTARY CONDITIONS

Employees whose work does not meet or exceed specified minimum standards, or whose conduct interferes with the Work, shall be immediately dismissed or reassigned to appropriate work upon notice from the Architect. The Contractor shall protect and defend the Owner from any damage or claim arising out of any labor dispute involved in the execution of this Contract."

3.5 WARRANTY

3.5.1 Add Paragraph: "The Contractor, his subcontractors, sub-subcontractors, material suppliers, and equipment suppliers, shall be jointly and severally responsible for the terms of the warranty specified in Paragraph 3.5."

3.7 PERMITS, FEES AND NOTICES

3.7.1 Replace Paragraph with: "Prior to commencing any work requiring a permit or similar authorization, the Contractor shall secure and pay for all necessary licenses, fees, inspections, utility connection fees, building permits, and other permits, and similar authorization required by the contract and other legal obligations required of the Contractor. All building permits' fees, utility connection fees, and inspection fees shall be paid for by the Contractor and reimbursed by the Owner upon request. The amount to be reimbursed shall be limited to the actual fee charged, and copies of each invoice shall be submitted to the Owner. The Contractor shall advise the Owner concerning notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and restrictions. All temporary connection fees, 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. Architect will submit Drawings and Specifications, with the exception of deferred submittals, for a plans review to assist the Contractor in obtaining a building permit. The Owner has paid all plan check fees."

3.7.3 Replace Paragraph with: "If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Contractor shall assume responsibility for correction of such Work and shall bear the costs, losses and expenses attributable to correction."

3.9 SUPERINTENDENT

3.9.1 Replace Paragraph with: "The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall be satisfactory to the Owner. So long as the superintendent remains employed by the Contractor or any related entity, the superintendent shall not be replaced without the Owner's prior written consent. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor."

SUPPLEMENTARY CONDITIONS

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

3.10.4 Add Paragraph: "Paragraphs 3.10.1, 3.10.2 and 3.10.3 notwithstanding, the Owner receives no benefit from the Project being substantially complete prior to the date of required Substantial Completion as set forth in these documents. Therefore, construction schedules submitted by the Contractor that schedule Substantial Completion prior to the date of required Substantial Completion shall be rendered invalid, regardless of the Contractor's intent to complete the Project before required Substantial Completion."

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 Add Paragraph: "Addenda, Change Orders, and other modifications shall be duly noted in the appropriate referenced location of the Project Manual and Construction Drawings for ease of reference during Construction."

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.4 Add Subparagraphs:

- .1 It is the Contractor's responsibility to review and approve required shop drawings, and to inform the Owner and Architect in writing of any deviations. Although the Owner or Architect may take no exception to a shop drawing that contains a deviation, the deviation is not authorized unless identified in writing by the Owner or Architect and proper procedures are implemented for formal change.
- .2 In no instance shall a shop drawing be construed as a contract, as a change order, or as an authorization to deviate from the contract requirements. A shop drawing is a construction means and methods document for use by the Contractor which does not change its status when submitted to the Owner and Architect."

3.12.11 Add Paragraph: "Electronic Media:

For the limited purpose of assisting the Contractor, Subcontractors and suppliers in the preparation of their Shop Drawings, the Architect will provide architectural plans and elevations on electronic media (which were the basis for the drawings used in bidding) to the Owner for use by the Contractor upon receipt of signed "Agreement Between Contractor and Architect Concerning Use of Electronic Media" form included at the end of this Document.

7.2 CHANGE ORDERS

7.2.2 Add Paragraph: "Methods used in determining adjustments to the Contract Sum shall include those listed in Subparagraph 7.3.3."

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.7 Add to the end of the first sentence: "as set forth in Paragraph 7.3.11."

SUPPLEMENTARY CONDITIONS

- 7.3.11 Add Paragraph: "For any adjustments to the Contract Sum that are based on other than the unit prices method, the Contractor agrees to charge, and accept, as payment for overhead and profit, the following percentages of costs attributable to the change in the Work:
- .1 Ten percent (10%) for Work by the Contractor not involving Subcontractors;
 - .2 Five percent (5%) for Work by Subcontractors, calculated without subcontractor profit;
 - .3 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any;
 - .4 For additional Work ordered as described above that will be executed by Subcontractors, it is agreed that the Subcontractors will be permitted to charge ten percent (10%) for work not involving Sub-subcontractors and five percent (5%) for Work by Sub-subcontractors, calculated without Sub-subcontractor profit."
- 7.5 INSPECTION AND AUDIT OF RECORDS RELATING TO CHANGES
Add new paragraph 7.5 and the following subparagraphs:
- 7.5.1 Add Paragraph: "The Owner shall have the right to inspect and to audit the Contractor's records, books, correspondence, instructions, receipts, vouchers, memoranda and other data relating to Change Orders and Construction Change Directives at any time during the Work and within three (3) years after Final Completion of the Work."
- 7.5.2 Add Paragraph: "If an audit conducted by the Owner pursuant to Subparagraph 7.5.1 determines that the Contractor has requested or has been paid more than one hundred percent (100%) of the actual cost to the Contractor pursuant to Change Orders and Construction Change Directives, the Contractor shall pay the Owner's costs of the audit and return all amounts in excess of one hundred percent (100%) to Owner."
- 8.2 PROGRESS AND COMPLETION
- 8.2.2 Replace the first sentence of Paragraph with: "The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner."
- 8.3 DELAYS AND EXTENSION OF TIME
- 9.3 APPLICATIONS FOR PAYMENT
- 9.3.1 Add to Paragraph: "Make monthly application for payment in writing on forms approved by Architect. Base progress payments on both the estimated value of work satisfactorily installed and material accepted and suitably stored on the site up to midnight of the last day of the monthly billing period."
- 9.3.1.2 Add to Paragraph: "Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier for their portion of Work completed."
- 9.6 PROGRESS PAYMENTS

SUPPLEMENTARY CONDITIONS

9.6.1 Replace Paragraph with: "After the Architect has issued a Certificate for Payment, the Owner shall make monthly payments on the day of the month as established by the Owner. Except as noted hereafter, the Owner shall retain 5% (five percent) of the certified contract payments due until Final Acceptance of the Work. As work progresses, the Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly contract payments after 50% (fifty percent) of the work under the contract is completed if, in the Owner's opinion, such work is progressing satisfactorily. Any reduction or elimination of retainage from progress payments shall be allowed only upon written application by the Contractor, which shall include written approval of the Contractor's surety.

- .1 Upon Substantial Completion of the work and the written acceptance thereof by the Owner, a portion of the retainage may be released to the Contractor if, in the Architect's opinion, the Contractor's performance is satisfactory and such release is in the Owner's interests. In no case will retainage be less than two hundred percent (200%) of the estimated value of uncompleted work and work requiring corrections.
- .2 The Contractor shall notify the Owner in writing when he considers the work complete and the Owner shall, within fifteen days after receiving written notice, either accept the work or notify the Contractor of work yet to be performed on the Contract.
- .3 When all items on the punch list have been completed satisfactorily, the final payment shall be made to the Contractor, including the balance of the retainage. If final payment is delayed, the Owner shall pay to the Contractor, interest at the rate per month as set forth in ORS 279C.570 on the final payment amount due.
- .4 Interest to commence and terminate as set forth in ORS 279C.570.
- .5 In accordance with the provisions of ORS 279C.560, the Owner shall reduce the amount of the retainage if the Contractor notifies the Owner that the Contractor has deposited in a bank or trust company, in a manner agreed upon by the Owner, bonds and securities of equal value.
- .6 As another alternate for handling retainage in accordance with the provisions of ORS 279C.560, and in a manner agreed upon by the Owner, upon the written request of the Contractor, the Owner shall deposit any amounts withheld as retainage in an interest-bearing account in a bank, trust company or savings association for the benefit of the Owner. Interest earned on such account shall accrue to the Contractor.
- .7 If the Owner incurs additional costs as a result of the exercise of either of the last two options for retainage described above, the Owner may recover such costs from the Contractor by a reduction of the final payment. As work on the contract progresses, the Owner shall, upon demand, inform the Contractor of all accrued costs."

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Revise the sixth phrase of Paragraph to read: "...and on the basis of the Architect's on-site visits and observations,"...

9.1.4 The amount of damages to the Owner caused by failure of the Contractor to meet the Substantial Completion requirement is difficult to estimate. Loss to the Owner includes

SUPPLEMENTARY CONDITIONS

10.3 HAZARDOUS MATERIALS

10.3.3.1 Add Subparagraph: "Contractor shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept or used in or on the job site except to the extent such Hazardous Materials are necessary for the execution of the Work or are required pursuant to the Contract Documents. Removal of such Hazardous Materials shall be undertaken within twenty-four (24) hours following Owner's demand for such removal. Such removal shall be undertaken by Contractor at its sole cost and expense, and shall be performed in accordance with all applicable laws. Any damage to the Work, the job site or any adjacent property resulting from the improper use, or any discharge or release of Hazardous Materials shall be remedied by Contractor at its sole cost and expense, and in compliance with all applicable laws. Contractor shall immediately notify Owner of any release or discharge of any Hazardous Materials on the job site. Contractor shall be responsible for making any and all disclosures required under applicable "Community Right-to-Know" laws. Contractor shall not clean or service any tools, equipment, vehicles, materials or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and moved from the job site in accordance with all applicable laws and regulations. Contractor shall immediately notify Owner of any citations, orders or warnings issued to or received by Contractor, or of which Contractor otherwise becomes aware, which relate to any Hazardous Materials on the job site. Without limiting any other indemnification provisions pursuant to law or specified in the Contract, Contractor shall indemnify, defend (at Contractor's sole cost, with legal counsel approved by Owner) and hold Owner harmless from and against any and all such claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs and expenses in removing or remediating the effect of any Hazardous Materials on, under, from or about the job site, arising out of or relating to, directly or indirectly, Contractor's failure to comply with any of the requirements of this Subparagraph 10.3.3.1. As used herein, the term "Hazardous Materials" means any hazardous or toxic substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or listed by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and any amendments thereto, and any substances, materials or wastes that are or become regulated under federal, state or local law. Hazardous Materials (or substances) shall also include, but not be limited to: regulated substances, petroleum products, pollutants, and any and all other environmental contamination as defined by, and in any and all federal, state and/or local laws, rules, regulations, ordinances or statues now existing or hereinafter enacted relating to air, soil, water, environmental or health and safety conditions."

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Add to Paragraph: "Liability insurance must be on an Occurrence Basis and must include Direct Damage and Consequential Loss coverage, and Broad Form Property Damage coverage. Include personal injury liability coverage for false arrest, detention and imprisonment; malicious prosecution; libel, slander, defamation of character; invasion of privacy, and wrongful eviction or wrongful entry."

11.1.2 Add to Paragraph: "Required Insurance Limits:

General Liability Operations -	
Bodily Injury	\$1,000,000 / \$2,000,000
Broad Form Property Damage	\$1,000,000/ \$2,000,000
Automobile -	

SUPPLEMENTARY CONDITIONS

Bodily Injury	\$1,000,000 / \$1,000,000
Property Damage	\$1,000,000"

- 11.1.2 Add to Paragraph: "File certificates in duplicate of all insurance requirements with the Architect. Make original policies available for inspection upon Architect's request."
- 11.1.2.1 Add Paragraph: "The City of Woodburn, Oregon and its officers, agents, representatives, volunteers, employees and the Architect shall be named as Additional Insureds under the Comprehensive General and Automobile Liability insurance policies. The policies shall stipulate that all such insurance shall apply as primary insurance and that any insurance carried by the Owner or any other Additional Insureds hereunder will be excess only and will not contribute with insurance provided by the Contractor. The Contractor shall also obtain cross-liability or severability of interests endorsements to such policies."
- 11.3 PROPERTY INSURANCE
 - 11.3.1 Add to Paragraph: "Contractor's, subcontractors', and sub-subcontractors' interests in property insurance policies shall be in accordance with the following definition of the "Named Insured, City of Woodburn Public Works, Contractor, all subcontractors, and all sub-subcontractors as their interests may appear. It is also agreed that any losses covered by this policy will be adjusted with City of Woodburn Public Works and Contractor. It shall be the Contractor's and all subcontractors' responsibility to insure against loss all tools and equipment, whether owned, leased, or rented, used in the performance of this construction project."
- 12.2 CORRECTION OF WORK
 - 12.2.2.1 Add to Paragraph: "The Contractor shall co-sign with the roofing subcontractor a two year roofing and sheet metal guarantee that all roof surfaces exposed to the weather are watertight and free from defective materials and workmanship."
- 13.5 TESTS AND INSPECTIONS
 - 13.5.1 Replace Paragraph with: "Tests, inspections, and approvals of portions of the Work required by the Contract Documents or bylaws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such test, inspections, and approvals with an independent testing laboratory or entity selected by the Owner, or by the appropriate public authority. The Owner shall pay all costs for the independent testing laboratory except as otherwise provided herein. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures."
- 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE
 - 14.4.3 Replace Paragraph: "In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed in accordance with the Contract Documents and costs incurred by reason of such termination, along with reasonable overhead and profit thereon, provided, this payment shall not include any overhead or profit for Work not executed."
 - 14.4.4 Add Paragraph: "Upon determination of a court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience under Section 14.4, and Contractor's remedy for wrongful termination

SUPPLEMENTARY CONDITIONS

shall be limited to recovery of the payments permitted for termination by convenience as set forth in Section 14.4.”

15.1 CLAIMS

15.1.6 Replace entire Subparagraph: "Waiver of Claims. The Contractor waives Claims against the Owner for principal office expenses including the compensation of personnel stationed there, except those directly assigned to the Project to the extent of such assignment."

15.4.3 Add Paragraph: “Attorney Fees: If suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this contract, the prevailing party is entitled to recover, in addition to costs and disbursements provided by statute, such additional sum as attorney's fees, including attorney's fees upon appeal, as the court may adjudge reasonable.”

END OF DOCUMENT

**AGREEMENT BETWEEN CONTRACTOR AND ARCHITECT
CONCERNING USE OF ELECTRONIC MEDIA**

1. Contractor has requested that Architect provide to it certain plans, specifications and other documents in electronic media or CAD form ("FILES") for _____ ("PROJECT"). Contractor has requested that Architect furnish FILES in order for Contractor, its subcontractors, and other consultants to expedite their work. Contractor acknowledges and agrees that the FILES are not intended to be used for construction; may not include all known or contemplated revisions at the time of transfer; are not Contract Documents under the terms of the Construction Contract; may be inaccurate as a result of electronic storage, transmission, technology compatibility or related issues; and may be revised by others without the knowledge or consent of the Architect or, when plotted, may result in variances or corrupt files of the Contractor.
2. Architect is nevertheless willing to provide the FILES on the terms and conditions specified herein.
3. Contractor agrees neither this Agreement nor the transfer of the FILES in any way restricts Architect's use of the FILES. Contractor agrees not to use the FILES for any purpose prohibited herein or project other than the Project for which it was prepared. The Contractor agrees to cease all use of the FILES by it and its subcontractors and consultants and return or destroy all such FILES in its possession or control upon written direction of Architect.
4. Contractor acknowledges that the FILES are the property of the Architect and subject to the copyright of the Architect. The electronic media disks may be write-protected by Architect such that no data on such disk can be manipulated. Architect will provide to the Contractor only a working copy electronic media disk. Said working copy disk shall have all indices of the Architect's Ownership, professional name, and/or involvement in the PROJECT removed from the electronic display. Any use of any kind and/or changes to the FILES, including by Contractor, its subcontractors, and consultants, will be at the Contractor's sole risk, and without liability, risk or legal expense to the Architect. The Contractor and any other person or entity using the FILES agrees to release and, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Architect and its consultants and their partners, shareholders, agents and employees from and against any and all claims, demands, losses, expenses, damages, penalties and liabilities of any kind including without limitation, attorneys' fees arising out of or relating in any way to any such use of or change to the FILES or breach of this Agreement.
5. Under no circumstance shall the transfer of the FILES for use of the Contractor be deemed a sale by the Architect, and the Architect makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose.
6. Contractor agrees, as a condition of forwarding the FILES to its subcontractors or any other consultant, person or entity, to obtain the prior written approval of Architect for each recipient and to require such third party to agree in writing to the terms and conditions of this Architect's Agreement Concerning Use of Electronic Media and provide evidence of such agreement to the Architect before forwarding the FILES.
7. Nothing with respect to this Agreement or the transfer of the FILES is intended to or does create a right of Contractor or its subcontractors or consultants to rely upon the FILES or implies review or approval of the FILES by the Architect. Contractor, its subcontractors and consultants are not third party beneficiaries of Architect's agreement with the Project Owner.

Read and accepted by:

ARCHITECT:

CONTRACTOR:

Signature

Signature

Print Name

Print Name

Dated: _____

Dated: _____

PREVAILING WAGE RATES

PART 1 GENERAL

1.1 SUMMARY

- A. This project is subject to the prevailing rate requirements of ORS 279C.800 to 279C.870. The current wage rates applicable to this project are available on the internet at: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx> and listed as "Prevailing Wage Rates for Employers" effective July 1, 2021 and associated Amendments.

1.2 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.
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.
 2. Payroll and Certified Statements - As required in ORS 279C.845, the Contractor and every subcontractor shall submit written certified statements to the Architect 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.
 3. The Contractor and subcontractors shall preserve the certified statements for a period of six years from the date of completion of the Contract.
- C. Additional Retainage:
1. 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 21 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.
 2. 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

PREVAILING WAGE RATES

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 21 days after the first tier subcontractor files the required certified statement the Contractor shall pay the first tier subcontractor any amount retained.

- D. State Overtime Requirements - As a condition of the Contract, the Contractor shall comply with the pertinent provisions of ORS 279C.540.
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:
 - a. 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
 - b. 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
 - c. For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.
 - d. 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.
 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).
 4. 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:
 - a. 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

PREVAILING WAGE RATES

- b. Maintain such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

END OF DOCUMENT

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; changing the projection room into storage; providing a permanent ADA-compliant concession stand.

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.

SUMMARY

2. Early Morning Hours: By written permission from the Owner.
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

ALTERNATES

PART 1 GENERAL

1.1 SUMMARY

A. Owner Selected Adjustments:

1. The Work required and Lump Sum Contract price shall be modified by the Alternates selected by the Owner and incorporated into the Agreement Form.

B. Related Documents:

1. Bid Form: Comply with successful Bidder's lump sum price for each Alternate.
2. Agreement Form: Refer to Owner-selected Alternates as listed in the signed Agreement Form.

1.2 CONTRACT ADJUSTMENTS

A. Work Adjustments:

1. Adjust Work required by the Contract for each Alternate accepted by Owner.
2. Include changes in material, equipment, and fabrication.
3. Include changes in erection, installation, and finishing.
4. Adjust work to achieve the desired result as indicated on Drawings and specified in the related technical Sections for each Alternate selected by the Owner.

B. Contract Sum Adjustments: Owner will adjust the Contract Lump Sum as indicated in the successful bidder's Bid Form, which the Owner incorporates into the signed Agreement Form.

C. Bidder's Requirements:

1. Review Contract Documents for the Scope of Work required by each Alternate.
2. State in the Bid Form in the space provided the addition to or deduction from the Basic Bid for each Alternate listed in this Section.

D. Contractor's Requirements:

1. Alternate Work is outlined in this Section and is specified in detail in the technical Sections referenced in this Section.
2. Minor adjustments to exposed finish surfaces, or concealed Work by the incorporation of the selected Alternates may or may not be indicated on Drawings or be specified in the referenced Specifications.

ALTERNATES

3. Include adjustments in Work as required to achieve the intended result, consistent with requirements in the Contract Documents.
 4. Coordinate Work modified by the incorporation of the Alternates.
- E. Owner's Rights:
1. The Owner reserves the right to accept or reject any one or all of the Alternates.
 2. The Owner reserves the right to reinstate Alternate Bids at any time within 30 days after Contract Award.

1.3 DESCRIPTION OF ALTERNATES

- A. Alternate Number 1: Provide an alternate cost to demolish existing conditions in (new) rooms 112, 113, 114, 115 and provide new code-compliant construction for these rooms. Include structural engineering details and calculations for walls which may be load bearing, and submit to City as required. Obtain required inspections; build to match layout shown in plans.

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

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 1 Section "Submittal Procedures" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.2 DEFINITIONS

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

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.

PAYMENT PROCEDURES

- b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Submit draft of AIA Document G703 Continuation Sheets or equivalent.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - h. Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

PAYMENT PROCEDURES

8. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- C. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment or equivalent.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.

PAYMENT PROCEDURES

5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
 16. Initial settlement survey and damage report if required.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."

PAYMENT PROCEDURES

6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.

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.

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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.

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- 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.

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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

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Make submittals required by the Contract Documents and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. Related Sections:
 - 1. Documents affecting Work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of this Project Manual.
 - 2. Individual requirements for submittals may also be described in pertinent Sections of this Project Manual.
 - 3. The process for securing approval of proposed substitutions is described in Division 1 Section "Product Requirements."
- C. Work Not Included:
 - 1. Unrequired submittals will not be reviewed by the Architect.
 - 2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Architect unless specifically called for within the Contract Documents.

1.2 QUALITY ASSURANCE

- A. Coordination of Submittals:
 - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
 - 3. The Contractor's signature on each submittal certifies that this coordination has been performed.

1.3 SUBMITTAL PROCEDURES

- A. General: Use of Contract Documents in electronic media format will be permitted upon receipt of signed and dated "Agreement Between Contractor and Architect Concerning Use of Electronic Media" (form included in Division 0).

SUBMITTAL PROCEDURES

- B. Electronic Submittals: All submittal documentation and procedures detailed in this specification section that lend themselves to transfer by digital electronic media shall be submitted in an electronic format as approved by the Architect.

PART 2 PRODUCTS

2.1 PROGRESS SCHEDULE

- A. Prepare and maintain a construction progress and payment schedule of form approved by the Architect. The schedule shall include timing of material testing and special inspections, material ordering, shop drawing submittals, plus monthly billing projection.
 - 1. Submit progress schedule electronically in format acceptable to the Owner.
- B. Update and submit full size prints of this form with each subsequent application for payment showing the percent of complete of each subdivision of the Work, actual monthly payment request, and actual percentage complete curve.
- C. Prior to start of construction, prepare a phased construction schedule, in cooperation with the Owner, to allow the building services and functions to schedule and prepare for necessary utility interruptions and shutdown during the progress of the construction.

2.2 SHOP DRAWINGS

- A. Scale and Measurements: Make shop drawings accurately to a scale sufficiently large to show all pertinent aspects of the items. Include drawings showing shop assembly, field measurements, connections, details, dimensions, finishes, and fasteners.
 - 1. Submit shop drawings electronically in format acceptable to the Owner.
 - 2. Review comments of the Architect will be submitted electronically on electronically submitted shop drawings.

2.3 PRODUCT DATA

- A. When product data is specified in a technical Section, submit manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other descriptive data on manufactured products and systems.
- B. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portion of the contents is being submitted for review.
- C. Submit a maximum of three copies which will be returned, plus three copies which will be retained by the Architect.
 - 1. Submit product data electronically in format acceptable to the Owner.

2.4 SAMPLES

SUBMITTAL PROCEDURES

- A. When product samples are specified in a technical Section, submit product samples of size specified and of sufficient size to clearly illustrate characteristics of product or system.
- B. Provide samples identical to the precise article to be provided. Identify as described under "Identification of Submittals" below.
- C. Number of Samples Required:
 - 1. Unless otherwise specified, submit samples in the quantity which is required to be returned, plus one which will be retained by the Architect.
 - 2. By prearrangement in specific cases, a single sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Architect.

2.5 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Architect for selection.

2.6 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual Specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflict between manufacturer's instructions and Contract Documents.

2.7 MANUFACTURER'S CERTIFICATES

- A. When specified in individual Specification Sections, submit manufacturer's certificate to Architect for review, in quantities specified for Product Data.
- B. Indicate that material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

PART 3 EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals and label with the Specification Section number.
 - 1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new submittal number.

SUBMITTAL PROCEDURES

2. On resubmittals, cite the original submittal number for reference and clearly mark the document as "resubmitted."
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Submittal Log:
 1. Prior to first application for payment, provide an electronic spreadsheet log listing all submittals required. Electronic spreadsheet program shall be acceptable to Owner.
 2. Maintain an accurate submittal log for the duration of the Work, showing the current status of all submittals at all times.
 3. Make the submittal log available to the Architect for the Architect's review upon request.

3.2 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to ensure that information is available for checking each item when it is received.
 1. Partial submittals may be rejected as not complying with the provisions of the Contract.
 2. The Contractor may be held liable for delays caused by incomplete submittals.

3.3 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates for fabrication and installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.
- B. In scheduling, allow at least ten working days for review by the Architect following the Architect's receipt of the submittal. For submittals that require review by the Architect and the Architect's consultants, allow an additional ten working days for each consultant.

END OF SECTION

DESIGN BUILD REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Procedures for portions of Work under this Contract that are Design-Build.
- B. Contractor's responsibility is to coordinate and assume or assign to subcontractors complete responsibility for design, preparation of Contract Documents, calculations, submittals, permits, code appeals, fabrication, transportation and installation.
 - 1. Contractor to submit and coordinate Design-Build documents to Governing Jurisdiction for separate permit.
 - 2. Contractor responsible to complete Design Build Summary Sheet.
 - 3. Design-Build components of Work are defined as complete, operational systems, provided and installed for their intended use.
- C. Design Professional is Project Architect or Engineer of Record.
 - 1. Review of Design-Build Submittals by Architect or Engineer of Record shall be for design intent only and shall not lessen nor shift responsibility from Contractor or assigned subcontractor, to Owner nor Design Professional.
 - 2. Owner is not responsible to pay for any delays, additional products, additional hours of work or overtime, restocking or rework required due to failure by Contractor or Subcontractor to coordinate their work with work of other trades on Project or to provide Design-Build portion or component in a timely manner to meet Project Schedule.
- D. Contractor shall be responsible for and pay cost of all required design, submittals, permits and fees and coordination for Work of this Section.
- E. Related Sections:
 - 1. Division 0 Section General and Supplementary Conditions of the Contract.”
 - 2. Division 1 Section “Project Management and Coordination.”
 - 3. Division 1 Section “Submittal Procedures.”
 - 4. Division 1 Section “Closeout Procedures.”

1.2 DESIGN-BUILD COMPONENTS OF WORK

- A. Design-Build Components include, but not limited to:
 - 1. Section 02 41 00 – DEMOLITION (for Alternate 1)
 - 2. Section 09 21 16 – GYPSUM BOARD ASSEMBLIES (for Alternate 1)

DESIGN BUILD REQUIREMENTS

3. Mechanical, Electrical, Plumbing and Fire/Life Safety

1.3 DESCRIPTIONS

- A. Refer to systems descriptions in Part 1, General and Part 2, Products in each technical specification Section listed for references to Design Build Work.

1.4 QUALITY ASSURANCE

- A. Refer to Quality Assurance described in Part 1 - General in individual Sections with Design Build Work.
- B. Quality assurance described in Specification Sections shall be minimum acceptable standards for this project. Should quality assurance not be defined within specific Specifications, printed industry standards for "normal" quality practices shall govern.

1.5 REFERENCES

- A. Refer to References in Part 1 - General, in individual Sections with Design-Build Work. Comply with the provisions of Division 1 Section "References."

1.6 SUBMITTALS

- A. Refer to Submittals in Part 1 - General, in individual Sections with Design-Build Work.

1.7 Design-Build Submittals shall contain:

- A. Complete criteria.
- B. Design assumptions.
- C. Details.
- D. Calculations.
- E. Stamped by Design-Build Engineer licensed in State of Oregon.
- F. Instructions for fabrication, assembly, installation and interface with other trades.

1.8 SPECIFIC REQUIREMENTS AND DEFINITIONS

- A. Submit list of proposed Design-Build Subcontractor(s) and/or Engineer(s) not more than fifteen days after signing Notice to Proceed.
- B. Submit Design-Build Summary Sheet to governing authorities if required.
- C. Design-Build Elements indicated in Contract Documents are for design intent only.

DESIGN BUILD REQUIREMENTS

- D. Intent is that Design-Build Entity is responsible to design, provide, coordinate and install Design-Build Component.
 - 1. Required Submittals to governing jurisdictions, permits, Code appeals, etc. are Contractor's responsibility.
- E. Design-Build Elements that attach to structural frame or are supplemental to structural frame shall be designed for anticipated loads outlined in the Contract Documents and required by the International Building Code as modified by the Oregon Structural Specialty Code.
- F. Coordinate Design-Build Elements with appropriate subcontractors.
- G. Clearly identify load reactions at interface between Design-Build Elements and structural frame for review by Structural Engineer of Record.

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.

FIELD ENGINEERING

- c. List of unacceptable installation tolerances.
 - 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.

FIELD ENGINEERING

- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- 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.

FIELD ENGINEERING

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

3.5 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."

FIELD ENGINEERING

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

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.

CUTTING AND PATCHING

- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. 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.

CLOSEOUT PROCEDURES

PART 2 PRODUCTS

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. None at this time.
- 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.

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. The owner will complete removal and disposal of all ACM's and other hazardous materials prior to contractor's work. 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. The hazardous material surveys can be obtained from the owner by request.

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

GYPSUM BOARD ASSEMBLIES
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.

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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.

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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

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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

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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.

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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.

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6. Clear Coating, Gloss Level 4, on Wood (CC):
 - 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.

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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 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.
- 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.

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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.
 - (2) Clean substrate with Proso'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.

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- 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.

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- 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