



ASHLAND SCHOOL DISTRICT

ASHLAND HIGH SCHOOL ADA COMMONS PROJECT

BID DOCUMENTS



PROJECT MANAGER:

Aaron Lacey, Sr. Project Manager
HMK Company
46 N Front Street, Suite 201
Medford, OR 97501
Phone: 541.531.9958
Email: aaron.lacey@hmkco.org

DESIGN PROFESSIONAL:

Chris Brown, Principal
arkitek:design&architecture
426 A Street, Suite 101
Ashland, OR 97520
Phone: 541.591.9988
Email: arkitek@arkitek.us

SCHOOL DISTRICT:

Steve Mitzel, Program Executive
Ashland School District
885 Siskiyou Blvd
Ashland, OR 97520
Phone: 541-482-2811
Email: steve.mitzel@ashland.k12.or.us

PROJECT:

Ashland High School ADA Commons Project

LOCATION:

201 S. Mountain Avenue
Ashland, OR 97520



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**ASHLAND SCHOOL DISTRICT
ASHLAND HIGH SCHOOL
ADA COMMONS PROJECT
Bids Due 2:00 PM, May 5, 2022**

INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be accepted at **the HMK Medford Office**, by Aaron Lacey, Sr. Project Manager, HMK Company, 46 N Front Street, Suite 201, Medford, OR 97501 until **2:00 PM Local Time, May 5, 2022**, at which time and place bids will be closed. The bids will be publicly opened and read immediately after closing.

The work consists of:

ADA accessibility improvements implemented on site to connect the buildings with accessible routes and ensure equal access to all learning facilities. In addition, three sets of design-build stairs at the Science building.

The following deadlines and restrictions are applicable to the project: Project start date **June 13, 2022**. Contract must meet a Substantial Completion date of **August 19, 2022**.

A **MANDATORY** Pre-Bid Meeting will be held at **3:00 PM** on **April 27, 2022**, at the **Ashland High School located at 201 S. Mountain Avenue, Ashland, OR 97520**. Representatives of the Contractors will meet with the Owner and Project Manager for review of the project specifications and then visit the site for a walk of the facility.

All bids must be submitted on the proposal forms furnished to the bidders. Each bid proposal shall be submitted in a sealed envelope and plainly marked "**ASHLAND HIGH SCHOOL ADA COMMONS**" and show the name and business address of the bidder. Each bid must be accompanied by an unconditional cashier's check, certified check or surety bond of the bidder in the amount of ten percent (10%). Unsuccessful bidders will have their security refunded to them when the contract has been awarded.

Bid documents may be obtained from HMK Company web site <https://www.hmkco.org/bid-documents/>

Any objections to or comments upon the bid specifications must be submitted in writing to the attention of Aaron Lacey, Sr. Project Manager, HMK Company, 46 N Front Street, Suite 201, Medford, OR 97501. To be considered, such objections or comments must be received at least FIVE (5) working days before the bid closing date.

This contract is for a public work subject to ORS 279C.800 to 279C.870 (the Oregon Prevailing Wage Rate Law). **BOLI wage rates will be applicable to this project**. The wage rates are included in the bid documents which are available as noted above.

No bid for a construction contract shall be received or considered by the public contracting agency unless the bidder is licensed by the Construction Contractors Board of the State of Oregon as required by ORS 701.035 and 701.055. Each bid must identify whether the bidder is an Oregon resident bidder, as defined in ORS 279A.120.

Bidder's attention is directed to compliance with ORS 279C.370 regarding submission of the First-Tier Subcontractor Disclosure Form. If the contract amount exceeds \$100,000.00, the First-Tier Subcontractor Disclosure Form will be required and may be submitted either with the bid or within **two (2)** hours after the bid closing time and date at the bid site address. Failure to provide the First-Tier Subcontractor Disclosure



ASHLAND SCHOOL DISTRICT
ASHLAND HIGH SCHOOL
ADA COMMONS PROJECT
INVITATION FOR BID
SECTION 00 1113

Form may result in bid rejection.

The District reserves the right to reject any or all bids, to waive formalities, and to postpone the award of the contract for thirty (30) days. All bids and all prices quoted in bids shall be firm for a period of thirty (30) days after the bid closing date.

Dated this **April 22, 2022**

Aaron Lacey, Sr. Project Manager
on behalf of
Ashland School District



PART 1 – GENERAL

1.1 GENERAL

- A. The Work contemplated under this contract with the Ashland School District, (also referred to as the Owner or the District), 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 the bidding documents.

- B. A brief summary of the Work to be completed for the District is as follows:

The Project consists of ADA accessibility improvements implemented on site to connect the buildings with accessible routes and ensure equal access to all learning facilities. In addition, three sets of design-build stairs at the Science building.

1.2 EXAMINATION OF SITE AND CONDITIONS

- A. Prior to submitting a bid, the bidder shall examine the facilities, and ascertain all of the physical conditions in relation thereto. The bidder shall also make a careful examination of the drawings, specifications and other contract documents and shall fully inform himself as to the quantity of materials and the sources of supply of the materials. Failure to make these precautions will not release the successful bidder from entering into a contract or excuse him from performing the Work in strict accordance with the terms of the contract.

- B. The Owner will not be responsible for any loss or any unanticipated costs that may be suffered by the successful bidder as a result of such bidder's failure to fully inform himself in advance with regard to all conditions pertaining to the Work and the character of the Work required. No statement made by any officer, agent or employee of the Owner in relation to the physical conditions pertaining to the site of the Work will be binding on the Owner.

1.3 INTERPRETATION OF CONTRACT DOCUMENTS

- A. If any person contemplating submitting a bid for the proposed contract finds discrepancies in, or omission from, or is in doubt as to the true meaning of any part of the drawings, specifications or form of contract documents, he may submit to the Architect a written request for an interpretation thereof to be received in the office of the Architect no later than **7 calendar days before bid, before 2:00 PM** local time. The person submitting the request will be responsible for its delivery prior to the time of closing.
- B. Any official interpretation of the drawings, specifications, and conditions of the contract or forms of contract documents will be made only by subsequent addenda issued by the Project Manager. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.

1.4 SPECIFIED PRODUCTS AND SUBSTITUTIONS

- A. Bids must be based upon the use of items and manufacturers named in the specifications, or, approved equals issued by addenda during the bidding period. Approval of equals or substitutions must not be assumed.



- B. If a prospective bidder or supplier seeks approval of a particular manufacturer's material or product other than the material, product and / or manufacturer designated in the specifications, he may submit a written request for such substitute material, product and / or manufacturer. Substitution requests are to be submitted using the Substitution Request Form included in this project manual. Substitution requests must be received in the office of the architect no later than **7 calendar days before bid, before 2:00 PM** local time. The person requesting the substitution will be responsible for delivery of the substitution request form prior to the time of closing. **Emailed Substitution Request Forms will be accepted by Aaron Lacey, Sr. Project Manager, aaron.lacey@hmkco.org.**
- C. Approval of substitution requests will be made only by addenda issued by the Project Manager during the bidding period. The Owner will not be responsible for any other approval of a particular manufacturer's materials.

1.5 PRE-BID MEETING

- A. A MANDATORY Pre-Bid Meeting will be held at the **Ashland High School located at 201 S. Mountain Avenue, Ashland, OR 97520** on **April 27, 2022, at 3:00 PM**. Representatives of the Contractors will meet with the Owner and Project Manager at the site for review of the project specifications and site walk of the facility.
- B. Contractors intending to submit proposals for this project must attend this pre-bid meeting. No other meeting will be held.

1.6 GENERAL STATUTORY PROVISIONS CONCERNING PUBLIC CONTRACTS

- A. In accordance with the provisions of Oregon Revised Statutes (ORS) 279C.530, it is agreed that the Contractor shall make prompt payment, as due, to all person supplying to the contractor labor or materials for the prosecution of the Work provided for herein, pay all contributions or amounts due the State Industrial Accident Fund from the Contractor incurred in the performance of the contract herein, not permit any lien or claims to be file or prosecuted against the District on account of any labor or material furnished, and to pay the State Tax Commission all sums withheld from employees pursuant to ORS 316.169, ORS 316.189 and ORS 316.167.
- B. Pursuant to ORS 279C.515, it is agreed that if the Contractor fails, neglects or refuses to make prompt payment on any claim for labor or services furnished to the Contractor by any persons in connection with this agreement as such claim becomes due, the proper officer of officers representing the District may pay such claim to the person furnishing the labor or service and charge the amount of the payment against the Contractor. The payment of a claim in the manner authorized in this paragraph shall not relieve the Contractor or his surety from obligation with respect to any unpaid claims.
- C. Pursuant to ORS 279C.520, it is a condition of this agreement that no person shall be employed by the Contractor for more than eight (8) hours in any one (1) day, or forty hours in any one (1) week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, the person shall be paid at least time and a half pay for all overtime in excess of eight (8) hours in any one (1) day and for Work performed on Saturdays and legal holidays.
- D. Pursuant to ORS 279C.525 the Contractor shall comply with the provisions of all



federal, state and local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the project.

- E. Pursuant to ORS 279C.530, it is an express condition of this agreement that the Contractor shall, promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, or all sums which the Contractor may or shall have deducted from their wages of his employees for such services pursuant to the terms of ORS 279B.230, and any contract entered into pursuant thereto, or collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purposes of providing or paying for such service.
- F. The hourly rate of wage to be paid by the Contractor (and incorporated in his subcontracts) shall not be less than provided in ORS 279C.800 to ORS 279C.870, and as hereinafter included in Section 00 7343-BOLI Wage Rate Requirements.
- G. Pursuant to ORS 645.001 et seq. OAR Chapter 437, Div. 3 and OAR Chapter 437-002-0320 through OAR Chapter 437-002-0325, the Contractor shall comply with the following conditions under any contract to provide the District with goods or services.
 - 1. Contractors and their employees shall comply with the requirements of the above cited Laws, Rules, Policies and Regulations
 - 2. The Contractor shall review the Material Safety Data Sheets filed by the District to determine if there are any chemicals stored at the site of Work which the Contractor or any subcontractors will use, or could be exposed to in an emergency
 - 3. Workers shall inform the executive officer at the location where services are being performed of all hazardous chemicals which they or their subcontractors bring upon education facility property, and upon request, provide the District with M.S.D.S. for such chemicals
- H. Each bid shall identify whether the bidder is an Oregon resident bidder, as defined in ORS 279A.120.
- I. Pursuant to ORS 279C.830 (3), the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

1.7 BID SECURITY

- A. No bid will be considered unless accompanied by a cashier's check or bid bond executed in favor of the District and associated facility for an amount equal to at least ten percent (10%) of the base bid and shall accompany the bid as evidence of good faith and as guarantee that if awarded the contract the bidder will execute the contract and provide a performance bond and payment bond as required. The successful bidder's check or bid bond will be retained until the bidder has entered into a satisfactory contract and furnished a 100% performance bond and payment bond. The Owner reserves the right to hold the bid security as hereinafter noted.



- B. The bid bond shall be furnished by a bonding company licensed to do business in the State of Oregon.
- C. Should the successful bidder fail to execute and deliver the signed agreement and a satisfactory payment bond and performance bond within ten (10) days after the bid has been accepted by the Owner, the cashiers check or bid bond may be forfeited as liquidated damages at the option of the Owner. The date of acceptance of the bid and the award of the contract as contemplated by the contract documents shall mean the day on which the Owner takes official action in making the award.

1.8 EXECUTION OF THE BID FORM

- A. The bid form invites bids on definite drawings and specifications. Only the amounts and information asked for on the bid form furnished will be considered as the bid. Each bidder shall bid upon the Work exactly as specified and provided in the bid form. The bidder shall include in a sum to cover the cost of all items contemplated by the bidding documents.
- B. The bid form included in the project manual as Document 00 4100 is the official bid form that will be used in submitting a bid. Only the official bid form may be used in submitting a bid.
- C. All blank spaces in the official bid form shall be filled and numbers shall be stated both in writing and in figures. If the bid is made by a partnership, it shall contain the names of each partner and shall be signed in the firm name, followed by the signature of the partner signing for the firm. The address of the bidder shall be typed or printed on the bid form.
- D. Bids which are incomplete, or which are conditioned in any way, or which contain erasures or alterations may be rejected.

1.9 SUBMISSION OF BID

- A. The bid proposal shall be sealed in an opaque envelope, addressed as follows:

BID PROPOSAL
ASHLAND HIGH SCHOOL ADA COMMONS
ASHLAND SCHOOL DISTRICT
46 N Front Street, Suite 201
Medford, OR 97501
Attn: Aaron Lacey, Sr. Project Manager
- B. Bids will be received up to 2:00 pm, local time, May 5, 2022, at the address listed above.
- C. Any bid submitted after the scheduled closing time will be returned to the bidder unopened.

1.10 OPENING OF BIDS

- A. A public bid opening will be held immediately following the scheduled closing. Each and every bid received prior to the closing time will be publicly opened and read aloud irrespective of any irregularities or informalities contained in such bids.



1.11 DURATION OF BID PROPOSALS

- A. The base bid shall be irrevocable for a period of sixty (60) days from the date and time of bid opening.
- B. The base bid may be adjusted for alternate prices and / or unit prices for a period of sixty (60) days from the date and time of bid opening.

1.12 CONTRACT AND BOND

- A. Within ten (10) days after receipt of Notice of Award, any bidder to whom a contract is awarded shall execute a formal written contract and shall furnish corporate surety bonds with a surety company satisfactory to the District in an amount equal to the full contract sum based upon the estimated quantities of items covered by the contract for the faithful performance of said contract and all provisions thereof; provided, the formation of said contract shall not be completed and the District shall not be liable thereon until said formal written contract has been executed both by the successful bidder and by the District and a performance bond and a payment bond, properly executed has been delivered and accepted by the District.
- B. The cashiers check or bid bond of the bidder with whom a contract is entered into will be returned when said contract has been properly executed by the bidder and said performance and payment bond, properly executed, has been delivered to and accepted by the District. The cashiers check or bid bond to each bidder who was not awarded a contract will be returned promptly after the contract and bond of the successful bidder, properly executed, has been delivered to and accepted by the District.
- C. Any bidder to whom a contract is awarded and who shall default in executing said formal written contract or in furnishing a satisfactory performance and payment bond within the time and in the manner required by these specifications shall be liable to the District for whatever damages, including expenses and attorney's fees as may be incurred by the District in recovering to another bidder whether by a single action or by successive actions, shall not operate to release any defaulting bidder from said liability. The parties agree that the cashiers check or bid bond amount is fair determination of the amount of damages which the District would incur as a result of any such failure on the part of the bidder and the full amount will be forfeited as liquidated damages and will not constitute a penalty. In the event competent tribunal finds that this amount does not properly represent an award of liquidated damages, expenses and attorney's fees incurred by the District as a result of the bidder's default, then the final determination of the tribunal shall be deemed to represent the damages, expenses and attorney's fees incurred by the District as a result of the bidder's default.

1.13 SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

- A. Substantial Completion shall occur by August 19, 2022.
- B. Should the building not be ready for occupancy by the time and date listed above, liquidated damages to be paid by the Contractor to the Owner for each calendar day of delay, shall be included in the terms of any contract awarded hereunder in lieu of a penalty. The amount of liquidated damages shall be \$1,000.00 per day.



1.14 DISTRICT PERSONNEL EXCLUDED FROM THE CONTRACT

- A. No officer, agent or employee of the District shall be permitted any interest in the contract.

1.15 RESERVATIONS

- A. The Board of Directors of Ashland School District, expressly reserves the following rights:
1. To reject all bids
 2. To waive any or all irregularities in bids submitted
 3. To consider the responsibility and competency of bidders in making any award
 4. In the event two or more bids shall be for the same amount for the same Work, to award the contract by lot or otherwise as it deems appropriate
 5. To award contract to one Contractor with the aggregate low bid
 6. To reject any bid or bids not in compliance with prescribed bidding procedures and requirements
 7. To reject any bid or bids not meeting the specifications set forth herein
 8. In the event any bidder to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance and payment bond within the time and in the manner herein before specified, to re-award the contract to another bidder.
 9. To accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

1.16 ACCEPTANCE OF CONDITIONS

- A. Each bidder by submission of a bid assents to each and every term and condition set forth anywhere in these contract documents and agrees to be bound thereby.

1.17 INTERPRETATION UPON CONTRACT DOCUMENTS

- A. Only the Board of Directors of the Ashland School District as represented by the Project Manager has authority to place any interpretation upon the foregoing or annexed contract documents. Any interpretation, either verbal or written, attempted to be placed thereon by any other person will not be binding upon the District.

1.18 EQUAL EMPLOYMENT

- A. All bidders shall comply with the Provision of Executive Order 1246 (30 F.R. 12319-25) regarding Equal Employment Opportunity.

1.19 IMMIGRATION REFORM AND CONTROL ACT



- A. All bidders shall comply with the provisions of the Immigration Reform and Control Act of 1986 regarding the verification of employment eligibility.

1.20 REFERENCES REQUIREMENTS

- A. All bidders shall provide a list of three different project references for projects that the Contractor worked on within the last three years of comparable size and scope. **References must be submitted with the Bid From.**
- B. Bidders shall use their own form to supply their list of references. The list of project references shall include the following information:
 - 1. Name of the Project
 - 2. Project description
 - 3. Project location
 - 4. Project date
 - 5. Dollar value of the Project
 - 6. Name of the project contact person
 - 7. Telephone number for contact person
 - 8. Email for contact person
- C. The references will be checked to determine if they are supportive of the bidder's ability to meet the requirements of this ITB.
- D. The bidder must provide references that can be contacted regarding the quality of workmanship, level of service provided, timeliness of completion, and adherence to specifications.
- E. The District reserves the right to choose and investigate any reference whether or not furnished by the bidder, and to investigate past performance of any bidder with respect to its successful performance on similar projects, its completion or delivery of service on schedule, and its lawful payment of suppliers, Subcontractors, and employees.
- F. The District may postpone the award or execution of the Contract after the announcement of the apparent successful Contractor in order to complete its investigation. The District may reject a bid if, in the opinion of the District the overall reference responses indicate inadequate performance of the Contractor.
- G. The District representative will make three attempts to contact the references from the list provided by the Contractor. If the reference is not contacted after three attempts that reference will be removed from the list and the bid rejected as non-responsive.
- H. Each reference contacted shall be asked the same questions, including but not limited to: (1) quality of service; (2) delivery; (3) responsiveness to reported problems, including orders and billing; (4) how well the Contractor met the terms of the contract; and (5) whether or not the reference would choose to hire the Contractor again.



1.21 CRIMINAL HISTORY CHECK / PHOTO ID

- A. It is the responsibility of the Contractor to submit the names of all Contractor employees and all Subcontractor employees who will be on the job site for more than one day. These employees shall fill out a criminal history form provided by the District and the Contractor must submit the completed forms to HMK Company (HMKCO). Criminal history checks will be run through the Oregon State Police as provided for in ORS 326.603. The District shall bear the cost of processing such Criminal history checks.
 - 1. Through the signature on the criminal history form, authorization is also given to HMK Company and its representative to investigate this information. Further, with this signature, consent is given to all governmental agencies, public or private companies and individuals to release information regarding the individual to the HMK Company and to their representative. The District shall bear the cost of processing such Criminal history checks.
- B. In accordance with ORS 326.603(8) the District is required to terminate the employment or contract status of any individual who refuses to consent to a criminal history check or to be fingerprinted or falsely swears to the non-conviction of any crime.
- C. In accordance with ORS 326.603(7)(a) no individual found to have been convicted of any crime listed in ORS 342.143 or of an attempt to commit one of the listed crimes shall be allowed to work on any District site.
 - 1. It is vital that employees are instructed to accurately complete criminal history forms. Crimes listed in ORS 342.143 which automatically bar an individual from employment with or contracting with the District are primarily crimes of violence, crimes against children, and sex related crimes. However, falsely swearing that you have not been convicted of a crime obligates the District to terminate employment or contract status even if the crime is not listed in ORS 342.143.
- D. No Employee shall have direct contact with students.
- E. All employees working on site for more than one day shall wear a Name and Photo Identification Badge. Any employee on site for less than one day shall wear a visitor badge. Badges shall be the responsibility of the Contractor to provide. Badge shall state the Ashland School District, name of the project, employee name, and company they represent.

1.22 TOBACCO FREE EDUCATION FACILITY

- A. All bidders shall comply with OAR 581.021.0110 and ORS 326.051 regarding Tobacco Use on Public Grounds.
- B. For the purpose of this document "tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, snuff, in any form, nicotine or nicotine delivering devices, chemicals or devices that produce the physical effect of nicotine substances or any other tobacco substitute (e.g., e-cigarettes). This does not include FDA approved nicotine replacement therapy products used for the purpose of cessation.



- C. No employee, sub-contractor, material supplier, or project visitor is permitted to smoke, inhale, dip, or chew or sell tobacco at any time, including non-education hours.
1. In any building, facility; or
 2. On education facility grounds, athletic grounds, or parking lots.

END OF SECTION



DATE: _____

LEGAL NAME OF BIDDER: _____

To: Jackson County School District 5
Board of Directors;
885 Siskiyou Boulevard
Ashland, Oregon 97520

The Undersigned, having examined the Contract Documents, including the Bidding and Contract Requirements, the General Requirements, the Technical Specifications entitled:

Ashland High School ADA Commons

As prepared by arkitek:design&architecture and Ashland School District, as well as the premises and conditions affecting the Work, hereby proposes and agrees to perform, within the time stipulated, the Work, including all its component parts, and everything required to be performed, and to provide and furnish all labor, material, tools, expendable equipment, transportation and all other services required to perform the Work and complete in a workmanlike manner ready for use, all as required by and in strict accordance with the Contract Documents for the sums computed as follows:

BASE BIDS:

Project: Ashland High School ADA Commons

_____ DOLLARS \$

which lump sums are hereby designated as BASE BIDS,

TIME OF COMPLETION

The Undersigned agrees if awarded the Contract to complete all the Work in an acceptable manner in conformance with the Contract Documents and within the time specified.

ADDITIONAL REQUIREMENTS

1. The Undersigned agrees that the enclosed Bid Guarantee (bid bond, certified or cashier's check) in the amount of ten percent (10%) of the Basic Bid sum made payable to the Owner, shall be kept in escrow with the Owner; that its amount shall be a measure of liquidated damages the Owner will sustain by failure of the Undersigned to execute agreement and furnish bond, and that if the Undersigned fails to deliver the prescribed bond within ten (10) calendar days after receipt of the written notice of award, then the Bid Guarantee shall become the property of the Owner.
2. Should this proposal not be accepted within thirty (60) calendar days after the date and time of bid opening, or if the Undersigned executes Agreement and delivers bond, the Bid Guarantee shall be returned.
3. Contractor's State of Oregon Contractors' License Registration Number.



ASHLAND SCHOOL DISTRICT
ASHLAND HIGH SCHOOL
ADA COMMONS PROJECT
FORM OF PROPOSAL
SECTION 00 4100

4. Receipt of Addenda numbered _____ is hereby acknowledged.
5. The undersigned certifies that the Bidder is a _____ Bidder as defined in ORS 279A.120. ("Resident" or "Non-Resident", to be filled in by Bidder)
6. References are to be submitted with Bid Form as per Section 00 2113, 1.20.

SIGNATURES

Legal Name of Bidder's Firm

By: _____ Title: _____

Address: _____ Telephone: _____

Email: _____

State of Incorporation, if Corporation: _____

Names of Partners, if Partnership:

Signed By _____

Printed Name of Bidder / Firm



Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

PROJECT NAME: Ashland High School ADA Commons

BID #: N/A BID CLOSING: Date: **May 5, 2022** Time: **2:00 PM**

REQUIRED DISCLOSURE DEADLINE: Date: **May 5, 2022** Time: **4:00 PM**

Deliver Form To (Agency): Jackson County School District 5

Designated Recipient (Person): Aaron Lacey, Sr. Project Manager

Agency's Address: 46 N Front Street, Suite 201

Medford, OR 97501

Email to: aaron.lacey@hmkco.org

INSTRUCTIONS:

The contracting agency will insert "N/A" below if the contract value is not anticipated to exceed \$100,000. Otherwise, this form must be submitted either with the bid or within **TWO (2)** working hours after the advertised bid closing date and time;

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID. A NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the bid number and project name clearly marked, and must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two (2) working hours after the advertised bid closing time at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the name of each subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED).

BIDDER DISCLOSURE:

SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1)		
2)		
3)		
4)		
5)		
6)		



ASHLAND SCHOOL DISTRICT
ASHLAND HIGH SCHOOL
ADA COMMONS PROJECT
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
SECTION 00 4339

7)		
8)		
9)		
10)		
11)		
12)		
13)		
14)		
15)		
16)		

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

a) Five percent (5%) of the total Contract Price, but at least \$15,000. (If the Dollar Value is less than \$15,000, do not list the subcontractor above);

or

b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): _____

Contact Name: _____

Phone #: _____

Email: _____

END OF SECTION



AGREEMENT made as of this ____ day of _____, 2022, between **JACKSON COUNTY SCHOOL DISTRICT 5** (hereinafter "the Owner") and _____, (hereinafter "the Contractor").

The Project is: Ashland High School
ADA Commons Project

The Owner is: Jackson County School District 5
Steve Mitzel, Program Executive
885 Siskiyou Boulevard
Ashland, OR 97520

The Consultant is: Chris Brown, Principal
arkitek:design&architecture
426 A Street, Suite 101
Ashland, OR 97520

The Contractor is: Name, Title
Firm Name
Firm Address
City, OR 97xxx

The Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the General Conditions of the Contract, any Supplementary, or other Conditions, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are incorporated by this reference herein. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, including such construction activity as is reasonably inferable from the Contract Documents as necessary to produce the results intended by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of the date to be fixed in a notice to proceed issued by the Owner, which shall be issued no less than two (2) days prior to the date of commencement.

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall continuously and diligently prosecute the Work and shall achieve Substantial Completion of the entire Work not later than **August 19, 2022**, subject to approved adjustments of this Contract Time as provided in the Contract Documents.



3.4. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to recover from the Contractor as liquidated damages and not as a penalty \$1,000.00 per day which shall commence on the first day following the expiration of the Contract Time and continuing until the date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of the damages the Owner will incur as a result of delay in the completion of the Work. The Owner may deduct any accrued liquidated damages from any unpaid amount due or to become due to the Contractor. Any Liquidated damages not so deducted shall be paid to the Owner upon demand together with interest as provided by Oregon law.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's proper and timely performance of the Contract and full and final completion of the Work. The Contract Sum shall be _____ Dollars (\$_____). This sum includes all general conditions, profit, overhead and all other amounts due or to become due to the Contractor for the proper and timely performance of the Contract and full and final completion of the Work. The Contract sum is subject to authorized additions and deductions as provided in the Contract Documents.

4.2 PERMITS, FEES AND NOTICES

4.2.1 The Contractor shall secure and pay for:

- .1** All pertinent specialty permits. (The owner is securing and paying for the plan review, building permit, and system development fees.)

4.2.2 The Contractor will be responsible for any renewals of and penalties arising from the building permit and from all other permits and governmental or utility fees. The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded, including without limitation electrical, sewer, water, and plumbing permits and fees.

4.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

4.4 Unit prices, if any, are as follows: See Section 00 4100, Bid Form

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment which include all the necessary supporting documentation is received by the Owners Delegated Representative, and Owner not later than the first day of the month, and Certificates for Payment are issued by the Owners Delegated Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment and all supporting documentation, including all full and unconditional lien waivers related to the Work for which payment is requested is received by the Owners



Delegated Representative and Owner not later than the first day of a month, the Owner shall make payment to the Contractor not later than the last day following the Owners Delegated Representative's approval. If an Application for Payment is received by the Owners Delegated Representative after the application date fixed above, payment shall be as set forth below.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owners Delegated Representative and any Lender may require. This schedule, unless objected to by the Owners Delegated Representative, shall be used as a basis for reviewing the Contractor's Applications for Payment, provided, however, in no instance shall the schedule of values ever exceed the reasonable value of the Work performed.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Unless otherwise provided in the Owner's agreement with any Lender, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of the General Conditions, or as modified by the parties;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of 9.5 previous Payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owners Delegated Representative has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

or as modified by the parties.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owners Delegated Representative, any Lender or the Owner shall determine for incomplete Work, retainage applicable to such Work and unsettled claims;
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:



5.1.9 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.1.10 Contractor shall:

- .1 Make payment promptly, as and when due, to all persons supplying to labor, materials, equipment or services;
- .2 Pay all contributions or amounts due the Industrial Accident Fund from Contractor or any Subcontractor incurred in the performance of the Work;
- .3 Not permit any lien or claim to be filed or prosecuted against the Owner, on account of any labor, materials, equipment or services furnished, supplied or provided;
- .4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;
- .5 Demonstrate that an employee drug testing program as set forth herein is in place for Contractor and all Subcontractors pursuant to ORS 279C.505;
- .6 To the extent that any demolition is included as a part of the Work, salvage or recycle construction and demolition debris, if feasible and cost-effective;
- .7 To the extent that any lawn or landscape maintenance is included as a part of the Work, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

5.1.11 If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or any Subcontractor by any person in connection with the Work as such claim becomes due, the proper officer or officers representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Agreement.

5.1.12 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Work within 30 days after receipt of payment from the Owner or the Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.505 and 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.505 and 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

5.1.13 If the Contractor or a Subcontractor fails neglects or refuses to make payment to a person furnishing labor or materials in connection with the Work, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.505 and 279C.580.

5.1.14 The payment of a claim in the manner authorized in this Agreement shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

5.1.15 No person shall be employed by the Contractor or any Subcontractors, which are subject to the statutory limitations of Oregon law for more than ten (10) hours in any one (1) day, or 40 hours in any one



(1) week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:

- .1 For all overtime in excess of eight (8) hours a day or 40 hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or
- .2 For all overtime in excess of ten (10) hours a day or 40 hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and
- .3 For all Work performed on Saturday and on any legal holiday specified in ORS 279.334.

5.1.16 The Contractor shall give notice to employees in writing, either at the time of hire or before commencement of Work on the Project, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. The Contractor shall include an identical provision in its subcontracts and require all Subcontractors, of any tier, to include an identical provision in all subcontracts.

5.1.17 The Contractor shall promptly, as and when due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

5.1.18 Every Subcontractor will comply with ORS 656.017, unless it is an exempt employer under ORS 656.126.

5.1.19 The Contractor is not a contributing member to the Public Employees' Retirement System and will be responsible for any and all federal, state and local taxes applicable to payments received under this Agreement. The Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, Workers' Compensation or the Public Employees' Retirement System.

5.1.20 The hourly rate of wage to be paid by the Contractor or every Subcontractor subject to prevailing wage rates to workers, shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed.

5.1.21 The Contractor and every Subcontractor subject to prevailing wage rates to employees shall keep the prevailing wage rates for that project posted in a conspicuous and accessible place in or about the project.

5.1.22 The Contractor and every Subcontractor subject to prevailing wage rates to employees and shall also provide for or contribute to a health and welfare plan or a pension plan, or both, for its employees on the Project and shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice preferably shall be posted in the same place as the notice required under 5.1.16. In addition to the description of the plans, the notice shall contain information on how and where to make claims and where to obtain further information.

5.1.23 The Contractor represents and agrees that the specifications contain a sufficient provision stating the existing prevailing rate of wage which must be paid to workers in each trade or occupation required for such public work employed in the performance of the Work either by the Contractor or any Subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by the contract. Such workers shall be paid not less than such specified minimum hourly rate of wage.



5.1.24 The District represents and agrees that the specifications contain a sufficient provision stating that a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the commissioner pursuant to the administrative rule of the commissioner.

5.1.25 The Contractor or the Contractor's surety and every Subcontractor or Subcontractor's surety subject to prevailing wage rates shall file certified statements with the Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which Contractor or the Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor's or subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Each certified statement required shall be delivered or mailed by Contractor or the Subcontractor to the public contracting agency. Certified statements for each week, during which the Contractor or the Subcontractor employs a worker upon the Project shall be submitted once a month, by the fifth (5th) business day of the following month.

5.1.26 The Contractor or Subcontractor shall preserve the certified statements for a period of three (3) years from the date of completion of the contract.

5.1.27 Per ORS 279C.855, the Contractor represents and agrees that the Owner has fully and timely included a provision in the Contract Documents that the Contractor and any Subcontractor shall comply with ORS 279C.840 in the invitation for bids, the request for bids, the contract specifications, the accepted bid or elsewhere in the Contract Documents and that the Owner has no liability for unpaid minimum wages.

5.1.28 Owner shall make progress payments on the contract monthly as Work progresses. Payments shall be based upon estimates of Work completed that are approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. In instances when an invoice is filled out incorrectly, or when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, the Owner shall so notify the Contractor within 15 days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by the Contractor within seven days of being notified by the Owner, shall not cause a payment to be made later than specified in this section.

5.1.29 If requested in writing by a first-tier Subcontractor, Contractor, within ten (10) calendar days after receiving the request, shall send to the first-tier Subcontractor a copy of that portion of any invoice, request for payment submitted to the Owner or pay document provided by the Owner to the Contractor specifically related to any labor or materials supplied by the first-tier Subcontractor.

5.1.30 Payment of interest may be postponed when payment on the principal is delayed because of disagreement between Owner and Contractor.

5.1.31 The Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, the Owner may in its sole discretion reduce the amount of the retainage and the Owner may in its sole discretion eliminate retainage on any remaining monthly contract payments after 50 percent of the Work under the contract is completed if, in the Owner's sole opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of the Contractor's surety; except that when the contract Work is 97-1/2 percent completed the Owner may, at its



discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of a written application by the Contractor, the Owner shall respond in writing within a reasonable time.

5.1.32 The retainage held by the Owner shall be included in and paid to the Contractor as part of the final payment of the contract price. The Contractor shall notify the Owner in writing when the Contractor considers the Work complete and the Owner shall, within 15 days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the contract.

5.1.33 The Contractor shall not request payment from the Owner of any amount withheld or retained in accordance herewith.

5.1.34 Such time as the Contractor has determined and certified to the Owner that the Subcontractor is entitled to the payment of such amount. A dispute between the Contractor and a first-tier Subcontractor relating to the amount or entitlement of a first-tier Subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to the terms hereof does not constitute a dispute to which the Owner is a party. The Owner shall not be included as a party in any administrative or judicial proceeding involving such a dispute. The Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

- .1** A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the Contractor by the Owner under such contract; and
- .2** An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to subparagraph .1 of this 5.1.34. The Contractor or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the Owner or the Contractor when payment was due. The interest penalty shall be:
 - (A)** For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
 - (B)** Computed at the rate specified in ORS 279C.515(2).

5.1.35 The Contractor shall include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier Subcontractor to include a payment clause and an interest penalty clause conforming to the standards of 5.1.33 in each of its subcontracts and to require each of its Subcontractors to include such clauses in their subcontracts with each lower-tier Subcontractor or supplier.

5.1.36 If the Contractor is an employer, the Contractor is a subject employer under Oregon's Workers' Compensation Law and shall comply with ORS 656.017 and shall provide Workers' Compensation coverage for all their "subject workers" as defined in ORS Chapter 656.

5.1.37 The Contractor and all Subcontractors subject to licensing with the Oregon Construction Contractors Board shall be duly licensed therewith at the time they bid any Work, enter into any contract to perform any Work, perform any Work and at all times under which any warranty or repair obligation applies. The Contractor and all Subcontractors performing any Work which requires any other governmental licensing,



such as those with the Elevator and Electrical Board, Plumbing Board or Landscape Contractors Board, shall be duly licensed with all appropriate governmental agencies at the time they bid any Work, enter into any contract to perform any Work, perform any Work and at all times under which any warranty or repair obligation applies.

5.1.38 If federal funds are involved, federal laws, rules and regulations applicable to the grant shall govern in the event they conflict with any provision of this Agreement or other required by law. The Contractor certifies that it is not currently employed by the federal government. This provision does not preclude the Contractor from holding another contract with the federal government.

5.1.39 The Contractor shall timely provide the Owner its name, address, social security, federal employee identification number and such other information as the Department of Revenue may require or request.

5.1.40 The Contractor shall comply and require all Subcontractors to comply with the applicable requirements of all laws, codes, ordinances, regulations and statutes, including but not limited to those in ORS Chapters 279A, B and C. To the extent that ORS Chapters 279A, B and C, or any other law, code, ordinance or regulations, requires any tender or condition to be included in this Agreement, such tender or condition is hereby incorporated by this reference. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, code, rule, statute, ordinance or regulation, and wherever there is any conflict between any provisions contained herein and any statute, law, code, ordinance, rule or regulation the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, code, rule, statute, ordinance or regulation.

5.1.41 If the Contractor is a foreign Contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before final payment can be received on the public contract. For purposes of this A.3 I, a foreign Contractor is one who is not domiciled in or registered to do business in the State of Oregon.

5.1.42 The Contractor represents and agrees that the bid documents make sufficient specific reference to federal, state and local agencies that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract and have allocated all known environmental and natural resource risks to the Contractor by listing such environmental and natural resource risks with specificity in the bid documents.

5.1.43 The Contractor shall not discriminate against minority, women or emerging small business enterprises in the awarding of subcontracts. The Contractor shall certify that the Contractor has not and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

5.1.44 The Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the Contract Work set forth in this document.

5.1.45 As referenced herein, an employee drug testing policy shall be as follows:

- .1 The Contractor or Subcontractor shall have in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:

- (A) A written employee drug testing policy;



- (B) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis; and
- (C) Required testing of a Subject Employee when the Contractor or Subcontractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." For the purposes of this section an employee is a "Subject Employee" only if that employee will be working on the Project job site.

.2 The Contractor shall require each Subcontractor providing labor for the Project to:

- (A) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
- (B) Require that the Subcontractor's Subject Employees participate in Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 A final Certificate for Payment has been issued by the Owners Delegated Representative.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owners Delegated Representative's final Certificate for Payment.

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

6.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

6.3 The Owner shall, in addition to the Right to Stop the Work, have the right to require that the Contractor replace or remove construction personnel assigned to the Work, if, in the Owner's sole determination, specific construction personnel are impairing or impeding the prosecution of the Work.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.



7.3 The Owner's representative is: Aaron Lacey, Sr. Project Manager, HMK Company. The Owner may change this representative at any time.

7.4 The Contractor's Representative is: _____.

7.5 Neither the Owner's nor the Contractor's Representative shall be changed without ten (10) days written notice to the other party.

7.6 CONTRACTOR'S CONSTRUCTION SCHEDULES

7.6.1 Within ten (10) days after issuance of the Notice to Proceed, the Contractor shall submit a preliminary schedule of the Work. Within 30 days after issuance of the Notice to Proceed, and before any progress payment need be made, the Contractor, after consultations with its Subcontractors and Suppliers of any tier, shall submit six copies of a Contractor's Construction Schedule to the Owners Delegated Representative and one copy to the Owner. Not less than ten percent of the Progress Payment may be withheld until a Contractor's Construction Schedule in a form satisfactory to the Owners Delegated Representative and Owner has been submitted. Neither the Owner nor the Owners Delegated Representative will review the substance of the Contractor's Construction Schedule.

7.6.2 The Contractor's Construction Schedule shall be based upon a critical path method ("CPM") analysis of construction activities and sequence of operations needed for the orderly performance and completion of all separable parts of the Work in accordance with the Contract and within the Contract Time. The schedule shall be a critical path method type in the form of a precedence diagram and activity listing and shall be time-scaled. It shall include the Notice to Proceed date, the Date(s) of Substantial Completion, and the Date(s) of Final Completion in accordance with the Contract Documents. The Critical Path shall be clearly indicated on the Contractor's Construction Schedule. No more than 20% of the progress activities shall be on the critical path, and no more than 30% shall have less than five days of float. The value of any single activity shall not exceed \$50,000, except that 5% of the total activities may exceed this limit without prior approval. The time-scaled network diagram shall be summarized on a single sheet not to exceed 11"x 17".

7.6.2.1 The network diagram shall show in detail and in order the sequence of all significant activities, their descriptions, start and finish dates, durations and dependencies, necessary to complete all Work and any separable parts thereof. The activity listing shall show the following information for each activity on the network diagram:

- .1 Description;
- .2 Duration (not to exceed fifteen working days);
- .3 Craft;
- .4 Equipment (including hours of usage);
- .5 Start and finish dates;
- .6 Total float time and free float time;
- .7 Dates that work must be performed and completed by other Contractors or Subcontractors to support the Work and the interfaces with such other Contractors; and
- .8 Cost-loading, correlated to the Schedule of Values, which, upon approval, shall be used as a basis for determining action on progress payments throughout the Project.



7.6.2.2 A schedule for the purchase and receipt of items required for performance of the Work, showing lead times between purchase order placement and delivery dates, shall be integrated with the Contractor's Construction Schedule. The Contractor shall furnish the Owners Delegated Representative with copies of all purchase orders and acknowledgments and fabrication, production, and shipping schedules for all major items on the critical path within ten days of the Contractor's receipt of each purchase order, acknowledgment or schedule. Neither the Owners Delegated Representative nor the Owner shall be deemed to have approved or accepted any such material, or its schedule, nor deemed to have waived this requirement if some or all of the material is not received.

7.6.2.3 Milestone completion dates shall be clearly defined on the Contractor's Construction Schedule.

7.6.2.4 If abbreviations are used in the Contractor's Construction Schedule, a legend shall be provided to define all abbreviations.

7.6.2.5 The Contractor shall prepare and keep current a schedule of submittals, coordinated with the Contractor's Construction Schedule, which allows the Owners Delegated Representative at least ten (10) days to review the submittals.

7.6.2.6 The Progress Schedules shall be submitted as both a paper copy and in electronic format using the latest version of Microsoft Project. The Contractor may request to use different project management software, such as, Suretrak, but must first receive approval from the Owner, by demonstrating its capabilities. This can be accomplished by submitting a sample CPM printout of similar scope. If the alternative software is accepted, the Contractor will be required to supply the Owner an authorized copy of the software with all user support manuals.

7.6.2.7 At each monthly meeting with the Owner, the Contractor shall submit (a) a bar chart schedule showing the activities planned for the next month, and (b) a report showing actual starts and finishes from the previous month. The bar-chart schedule shall show all Work activities numbered according to the CPM, any submittal or delivery activities with less than five (5) days, one (1) float, and any permitting, testing, or inspection activities by others.

7.6.3 Within ten days after receipt by the Owners Delegated Representative, two copies of the Contractor's Construction Schedule will be returned to the Contractor with comments, following review by the Owner. Review by the Owner and Owners Delegated Representative of the Contractor's Construction Schedule shall not constitute an approval or acceptance of the Contractor's construction means, methods, or sequencing, or its ability to complete the Work in a timely manner.

7.6.4 The Contractor shall utilize and comply with the Contractor's Construction Schedule. The Contractor shall not be entitled to any adjustment in the Contract Time, the Contractor's Construction Schedule, or the Contract Sum, or to any additional payment of any sort by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule.

7.6.5 Should the Contractor fail to meet any scheduled date as shown on the current Contractor's Construction Schedule, the Contractor shall, if requested, be required at its own expense to submit within ten days of the request an updated Contractor's Construction Schedule. If the Contractor's progress indicates to the Owner that the Work will not be Substantially Completed within the Contract Time, the Contractor shall, at its own expense, increase its work force and / or working hours to bring the actual completion dates of the activities into conformance with the Contractor's Construction Schedule and Substantial Completion within the Contract Time. The Contractor shall also submit a revised Contractor's Construction Schedule at its own expense within ten days of notice from the Owners Delegated Representative that the sequence of Work varies significantly from that shown on the Contractor's



Construction Schedule. Neither the Owner nor the Owners Delegated Representative will, however, review the substance or sequence of the Contractor's Construction Schedule.

7.6.6 Schedule Float Utilization. Float belongs to the benefit of the Project for the Owner's use and no float shall be used without the Owner's written approval. Any float time to activities not on the critical path shall be used by the Contractor to optimize its construction process. Any float time between the end of the

final construction activity and the final completion date shall be used by the Owner in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the Owner. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the Contract Sum, or to any additional payment of any sort by reason of the Owner's use of float time between the end of the final construction activity and the final completion date.

7.6.7 Delays. The Contractor shall, within seven days of the event, notify the Owner and Owners Delegated Representative in writing of any proposed changes in the Contractor's Construction Schedule or the Contract Time and of any event which could delay performance or supplying of any item of the Work and shall indicate the expected duration of the delay, the anticipated effect of the delay on the Contractor's Construction Schedule, and the action being taken to correct the delay situation. In the event the Contractor is entitled to a change in the Contract Time, the adjustment to the Contract Time shall be limited to the change in the critical path of construction activities.

7.6.8 Final Completion. The Contractor shall attain Final Completion of the Work in accordance with the Contract within 60 days after the date of Substantial Completion.

7.6.9 Meetings. During the period commencing with the issuance of Notice to Proceed and ending with the date of Final Completion of the Work, the Contractor shall attend and participate in and ensure applicable Subcontractors of any tier and Suppliers attend and participate in:

- .1 A pre-contract meeting;
- .2 A pre-construction meeting;
- .3 Regular weekly Project status meetings scheduled by the Owner or by the Owners Delegated Representative to review progress of the Work, to discuss the Contractor's progress reports, to obtain necessary Owner's or Owners Delegated Representative's approvals, and generally to keep the Owner and Owners Delegated Representative informed and involved in the progress of the Project; and
- .4 Regular on-site meetings scheduled by the Owner or by the Owners Delegated Representative to review progress of the Work and other pertinent matters.

7.7 Any and all references to "Engineer" or "the Engineer" in this Agreement or in the General Conditions of the Contract shall be deemed for all purposes to mean and refer to: Owners Delegated Representative.

7.8 If any provision of this Agreement or application thereof to any extent shall be invalid or unenforceable the remainder of the Agreement or its application thereof shall not be affected thereby and the provision or application shall be enforced to the fullest extent permitted by law.

7.9 The Contractor shall not assign this Agreement without the prior written permission of the Owner. Contractor shall assign to Owner any and all rights that the Contractor now has or hereafter may acquire pursuant to a contract related to the Project which rights the Owner shall thereafter be entitled to assign to another person or entity including without limitation any Lender, upon the request of the Owner, provided, however, until the exercise of such rights of assignment by the Owner, there shall be no privity or contractual



relationship between the Owner and such persons and entities. The Contractor hereby consents to the free assignment of this Agreement in whole or in part by the Owner to any other person or entity including but not limited to any Lender.

7.10 The Contractor represents and warrants to the Owner who relies thereon as follows:

7.10.1 It and all of its Subcontractors are financially solvent, able to pay debts as they become due and have sufficient working capital to timely perform and complete all obligations related to the Project.

7.10.2 That it is able to timely and completely furnish all the labor, material, equipment and services to necessary to fully complete the Work within the Contract Time.

7.10.3 It and all of its Subcontractors are duly and properly licensed with the Oregon Construction Contractors Board and all other governmental agencies and are signatories to collective bargaining agreements.

7.10.4 It has visited the site, undertaken any and all tests it deems advisable, is familiar with the structure and that it is unaware of any potential condition with would increase the Contract Sum or Contract Time.

7.10.5 It and all of its Subcontractors possess a high level of experience and expertise in projects similar to the Project.

7.10.6 Neither Contractor nor any of its Subcontractors are "exempt" from the requirement to provide Workers' Compensation Insurance under Oregon law.

7.10.7 It is fully authorized to execute this Agreement and perform all the obligations required of it hereunder.

7.11 The representations and warranties of 7.11 are in addition to and not in lieu of any other obligation or law and survive the execution of this Agreement and final completion of the Project.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 This Agreement.

8.1.2 The General Conditions.

8.1.3 The Supplementary and other Conditions of the Contract.

8.1.4 The Specifications are those contained in the Project Manual dated April 22, 2022.

8.1.5 The Drawings are bound in the project manual.

8.1.6 The Addenda, if any, are as follows:

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.



8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

a. Exhibits _____

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Owners Delegated Representative for use in the administration of the Contract, and the remainder to the Owner.

CONTRACTOR TBD

JACKSON COUNTY SCHOOL DISTRICT 5

By: _____

By: _____

Scott Whitman

Title: _____

Title: _____

Director of Business Services

Date: _____

Date: _____

**Federal
ID #:** _____



ARTICLE 1 GENERAL PROVISION

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), the Request for Bids or Proposals. Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Consultant. Contractor acknowledges and represents that it has examined all Contract Documents and will examine all Contract Documents created after execution of the Agreement. Contractor represents that such Contract Documents are suitable and sufficient to enable Contractor to timely complete the Work for the Contract Sum within the Contract Time.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Consultant and Contractor, (2) between the Owner and any Subcontractor, including, but not limited to, any Sub-subcontractor, (3) between the Owner and Consultant or (4) between any persons or entities other than the Owner and Contractor. The Consultant shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Consultant's duties.

1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes any and all labor (including, but not limited to, supervision and management), transportation, materials, equipment and services provided or to be provided by the Contractor to timely fulfill the Contractor's obligations and render the Project complete and usable for its intended purpose. The Work includes all labor, material, equipment and services incidental to or which may be inferred from any of the Contract Documents. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.



1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 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 indicated results. In case of any conflict in the requirements of the Contract Documents, the Contractor is deemed to have included the better Quality and larger Quantity of the Work.

1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents.

1.4 INTERPRETATION

1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Consultant shall identify such unsigned Documents upon request.

1.5.2 Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, become fully familiar with the nature, location and character of the site and surrounding areas, weather conditions, availability of labor, materials, equipment and services, site conditions, surface conditions, subsurface conditions, the Contract Documents, existing local conditions under which the Work is to be performed, the time period for performance and completion of the Work. Contractor represents that it has performed personal observations and correlated the observations with the requirements of the Contract Documents such that the Contractor is not aware of any discrepancies, omissions, ambiguities or conflicts in or among any of the Contract Documents.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

1.6.1 The Drawings, Specifications and other documents, including any in electronic form, prepared by the Consultant and the Consultant's consultants are documents through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any



Subcontractor, including, but not limited to, any Sub-subcontractor or material or equipment supplier shall own or claim any intellectual property rights in the Drawings, Specifications and other documents prepared by the Consultant or the Consultant's consultants. All copies of the documents, except the Contractor's record set, shall be returned or suitably accounted for to the Consultant, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Consultant and the Consultant's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, including, but not limited to, any Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Consultant and the Consultant's consultants. The Contractor, Subcontractors, including, but not limited to, any Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Consultant and the Consultant's consultants appropriate to and for use in the execution of their Work under the Contract Documents only. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Consultant and the Consultant's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the any intellectual property right or other reserved rights.

ARTICLE 2 OWNER

2.1 GENERAL

2.1.1 The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents. The Owner may designate in writing a representative who subject to the limitations provided by law, shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Subparagraph 4.1, the Consultant does not have such authority. The term "Owner" means the Owner or the Owner's Authorized Representative.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Except for permits and fees, including those required under Subparagraph 3.7, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 1.1.3, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, nor give rise to any claim for additions to the Contract Sum or Contract Time.

2.3.2 The Owner shall, in addition to the Right to Stop the Work, have the right to require that the Contractor replace or remove construction personnel assigned to the Work, if, in the Owner's sole determination, specific construction personnel are impairing or impeding the prosecution of the Work.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, immediately without



prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Consultant's additional services made necessary by such default, neglect or failure. Such change order shall be deemed signed by the Contractor for the purposes of this Agreement even if the Contractor fails to physically sign such Change Order. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall promptly pay the difference to the Owner. The rights stated herein shall be in addition to and not in lieu of any rights afforded the Owner.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's Authorized Representative.

3.1.2 The Contractor shall perform and complete the Work in accordance with the Contract Documents for the Contract Sum and within the Contract Time.

3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or in the performance of its obligations or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions, including all general reference points and interfering site conditions related to that portion of the Work and shall observe any conditions at the site affecting it and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing such activities. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions known, recognized or discovered by the Contractor shall be reported promptly to the Consultant in writing as a request for information in such form as the Consultant may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Consultant in writing, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity recognized discovered by or made known to the Contractor shall be reported promptly to the Consultant in writing. The accuracy of grades, elevations, dimensions, locations or otherwise of existing conditions are not warranted to be accurate. The Contractor is solely responsible for verifying the accuracy of grades, elevations, dimensions, locations or otherwise of existing conditions prior to entering in to the Contract.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Consultant in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if



the Contractor had performed such obligations. Except as provided herein, the Contractor shall not be liable to the Owner or Consultant for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor discovered, had knowledge of, recognized or should have recognized such error, inconsistency, omission or difference and failed to report it to the Owner and to the Consultant or accepted the responsibility to verify the same. If the Contractor performs any construction activity it knows or reasonably should have known involves an error, inconsistency or omission in the Contract Documents or reports referenced therein without such notice to the Owner and the Consultant, the Contractor shall assume responsibility for such performance and shall bear the costs attributed to the correction.

3.2.4. In addition to and not in derogation of the Contractor's duties the Contractor shall take all field measurements and verify all field conditions and shall carefully compare such field measurements and conditions with all other information known to the Contractor or included in any of the Contract Documents before commencing any construction activity for the Work. The Owner shall not be liable for any errors, inconsistencies or omissions which should have been reasonably discovered and the Contractor shall report in writing to the Consultant and Owner any errors, inconsistencies or omissions.

3.2.5. Any investigations of subsurface conditions have been made for design purposes only. The results of these investigations may be available for the convenience of the Bidders and the Sub-bidders but are not a part of the Contract Documents. While the Contractor may rely on such investigation results there is no representations or warranties, express or implied that the conditions indicated are representative of those existing at the site or that unforeseen developments may not occur. The Contractor is solely responsible for reasonably interpreting the information and extrapolating beyond the location of each individual boring, test pit, or other testing location.

3.2.6. The Contractor shall do no work without applicable Drawings, Specifications, or written modifications or, where required, Shop Drawings, Product Data, or Samples, unless instructed to do so in writing by the Consultant and Owner.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. Contractor shall review any specified construction or installation procedure and shall advise the Owner and the Consultant in writing if the specified procedure deviates from acceptable construction practices will impact any warranty or if the Contractor has any objection thereto.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, of any tier, and their agents and employees, and any other persons or entities performing portions of the Work for or on behalf of the Contractor or any Subcontractors of any tier and for any damages, losses, costs and expenses resulting from such acts or omissions.

3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4. The Contractor shall inspect, prior to installation, all materials and equipment delivered to, installed at, or fabricated at the site and shall reject that which will not conform to the Contract Documents when fully and properly installed.

3.4 LABOR AND MATERIALS



3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, telephone, data transmission, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Consultant and in accordance with a Change Order.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Consultant that the Work, including, but not limited to, any and all materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. In addition, the Contractor assigns to the Owner any and all warranties. The Contractor further warrants that all construction activity of the Work shall be performed on the Work so as to preserve all such warranties. To the extent that any warranty is non-assignable, Contractor warrants that it will pursue such warranty claim for the use and benefit of the Owner without cost or expense to the owner. The Contractor shall require this provision to be included in all subcontracts of any tier.

3.6 TAXES

3.6.1 The Contractor shall pay as and when due sales, consumer, property, occupational, Social Security benefits, unemployment compensation, use and similar taxes, excises, duties and assessments for the Work provided by the Contractor.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received, negotiations concluded or the Contract is executed. To the extent that there is any difference in these requirements the most stringent requirements on the Contractor shall apply.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. If the Contractor fails to comply or give such notices it will be liable for and shall to the fullest extent permitted by law defend indemnify and hold the Owner and Consultant and their respective employees, officers and agents harmless from any costs, loss, penalty or damage.

3.7.3 Except as otherwise provided herein, it is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor becomes aware, gains knowledge, recognizes or observes that



portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Consultant and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing the construction activity to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Consultant and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs, loss, damages and penalties attributable to correction.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum any and all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- .1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- .3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.1 and (2) changes in Contractor's costs under Clause 3.8.2.2.

3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ an experienced and competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during performance of the Work including completion of the punch list. The Contractor shall notify the Consultant and the Owners Representative as to the identity of the superintendent who shall not be changed during the course of the Work without prior written notification to the Consultant and Owner Representative. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly and within ten (10) days after being awarded the Contract, shall prepare and submit for the Owner's and Consultant's information a preliminary Contractor's construction schedule for the Work consistent with the requirements of the Contract Documents. Prior to submitting its first Application for Payment, the Contractor, after consultation with its subcontractors, shall submit six (6) hard copies and one electronic copy of the Contractor's construction schedule consistent with the requirements of the Contract Documents. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall



provide for expeditious and practicable execution of the Work. The construction schedule shall not be changed without the prior written consent of the Owners Representative.

3.10.2 The Contractor shall prepare and keep current, for the Consultant's review, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Owner and the Consultant reasonable time to review in accordance with the Specifications and submittal procedures. The Contractor should expect a response time of approximately 21 days from the Consultant and Consultant's consultants. Neither the Consultant nor Owner can represent or guarantee response times from governmental authorities, such as permitting agencies. Neither the Contractor's preparation, nor the Consultant's receipt or review shall modify the Contractor's responsibility to make required submittals or to do so in a timely manner.

3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner and accepted by the Owner and shall promptly notify the Owner of any deviations from the schedule. Should the Contractor fail to comply with the schedule, or in the Owner's opinion fail, refuse, or neglect to supply a sufficient amount of labor, materials, equipment or services in the prosecution of the Work, the Owner shall have the right to direct the Contractor to furnish such additional labor, materials, equipment or services to comply with the schedule and all costs thereof shall be borne by the Contractor and shall not increase the Contract Sum. All schedules submitted shall be in the form acceptable to the Owner using critical path methodology (CPM) clearly showing overall Project and specific items and tasks of construction activities, dependencies and durations as well as overall and specific commencement and completions dates. The critical path activities shall be highlighted, float and non-critical activities shall be shown and the start and stop times for each activity shall be listed. Float belongs to the benefit of the Project for the Owner's use and no float shall be used without the Owner's written approval. The Contractor shall at all times monitor the progress of the Work for conformance with the CPM schedule accepted by the Owner and shall promptly advise the Owner and Consultant of any impacts or delays or potential impacts or delays. The Contractor shall also update the construction schedule to reflect actual conditions and shall propose plans in order to avoid or correct any impact or delays.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one (1) record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one (1) record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be accessible to inspectors and available to the Consultant and Owner and shall be delivered to the Consultant for submittal to the Owner upon completion of the Work and before Contractor's request for final payment.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Consultant or any other



person is subject to the limitations of Subparagraph 4.2. 7. Information submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Consultant without action.

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

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

3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Consultant.

3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by any approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Consultant and Owner in writing of such deviation at the time of submittal and (1) the Consultant has given specific written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the, any person's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Consultant on previous submittals. In the absence of such written notice, any person's approval of a resubmission shall not apply to such revisions. Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals in forms and in a manner reasonably acceptable to the Consultant. Contractor shall submit no less than two (2) copies or examples for review of any Shop Drawings, Product Data, Samples or similar submittals at Contractor's sole cost and expense.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of Architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Consultant will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Consultant. The Owner and the Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Consultant have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Consultant will review, approve or take other appropriate action on submittals only for the limited purpose of checking



for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Notwithstanding anything contained in the Contract Documents to the contrary, the Contractor shall, as part of the Work, not disrupt or interfere in any manner with any of the Owner's or Owner's authorized provider's operations at the Project site or any other locations, including, without limitation any and all educational, social, athletic or recreational programs, activities, classes or events. Contractor shall not park or otherwise utilize any other area designated by the Owner or typically used by Owner's employees, staff, students, parents or visitors or local residents or businesses.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work. To the extent that the Work involves renovation, alteration or repair of existing improvements, cutting and patching essential for the Project shall be successfully completed and Contractor shall perform the Work so that it is fully integrated into the existing improvements operationally and aesthetically.

3.15 CLEANING UP

3.15.1 The Contractor shall at all times keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide the Owner and Consultant and their employees, agents and officers access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Consultant harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Consultant. However, if the Contractor has reason to believe that the required design, process



or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Consultant in writing.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.2, the Contractor shall indemnify and hold harmless the Owner, Consultant, Consultant's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 CONSULTANT OR OWNER'S REPRESENTATIVE

4.1.1 The term "Consultant" as used in the Contract Documents, shall mean arkitek:design&architecture or "Owner's Representative", as used in the Contract Documents, shall mean HMK Company (HMKCO), and its respective personnel.

4.1.2.1 If a licensed Consultant is engaged by Owner who is not designated as the "Owner's Representative", the Owner shall make written directive and notification to Contractor, which shall perform any Contract Administration duties. For ease of reference and consistency, the term "Consultant" shall be used in the Contract Documents to refer to the contract administrator.

4.1.2 Duties, responsibilities and limitations of authority of the Consultant as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, and Consultant.

4.1.3 If the employment of the Consultant is terminated, the Owner shall employ a new Consultant under such terms and conditions as are agreeable between the Owner and the new Consultant.

4.2 CONSULTANT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Consultant may provide administration of the Contract as described in the Contract Documents, and may be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph 12.2. The Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

4.2.2 The Consultant, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about



the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Consultant will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

4.2.3 The Consultant will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, any Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 Communications Facilitating Contract Administration. The Owner, Owners Representative and Contractor may communicate with each other through the Consultant about matters arising out of or relating to the Contract. The Contractor shall also PROVIDE THE OWNER AND OWNERS REPRESENTATIVE WITH A DIRECT COPY OF ALL WRITTEN COMMUNICATIONS TO THE CONSULTANT, including all notices, requests, Claims and potential changes in the Contract Sum or Time, but not including Shop Drawings, Product Data or Samples. Communications by and with the Consultant's consultants shall be through the Consultant. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5 Based on the Consultant's evaluations of the Contractor's Applications for Payment, the Consultant may review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.2.6 The Consultant may have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant may have authority to require inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7 The Consultant will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Consultant may prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.9 The Consultant may conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, may receive and forward to the Owner, for the Owner's review and records,



written warranties and related documents required by the Contract and assembled by the Contractor, and may issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.2.10 If the Owner and Consultant designate, the Consultant will provide one or more project representatives to assist in carrying out the Consultant's responsibilities at the site.

4.2.11 The Consultant may interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Consultant's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Consultant shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Consultant to furnish such interpretations until 5 days after written request is made for them.

4.2.12 Interpretations and decisions of the Consultant, if any, will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Consultant will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

4.2.13 The Consultant's decisions on matters relating to aesthetic effect may be final if consistent with the intent expressed in the Contract Documents. The terms and conditions of the Owner's agreement with the Consultant shall govern the Consultant's responsibilities.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Consultant and the other party.

4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.4 Claims for Concealed or Unknown Conditions. Except as otherwise provided herein, if conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall give written notice to the Owner and the Consultant promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Consultant may promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both, consistent with the requirements of the Contract Documents. If the Consultant determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Consultant may so



notify the Owner and Contractor in writing, stating the reasons. Any claim of the Contractor arising from the Consultant's determination shall be made in accordance with the dispute resolution procedures set forth in Paragraphs 4.4 through 4.6. No adjustment in the Contract Time or Sum shall be permitted, however, if connection with any concealed or unknown condition which does not materially differ from those disclosed or which should have reasonably been discovered by the Contractor's prior visits, observations, tests or for which the Contractor assumed any responsibility to verify.

4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work, and a Claim must be made in accordance with Paragraphs 4.4 through 4.6 or it will be deemed waived. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.

4.3.6 If the Contractor believes additional cost is involved for reasons, including, but not limited to:

- .1 a written interpretation from the Consultant
- .2 an order by the Owner to stop the Work where the Contractor was not at fault
- .3 a written order for a minor change in the Work issued by the Consultant
- .4 failure of payment by the Owner
- .5 termination of the Contract by the Owner
- .6 Owner's suspension or
- .7 other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

All Claims for additional costs shall include any and all costs, including, but not limited to, any and all direct and indirect costs thereof.

4.3.7 Claims for Additional Time

4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given and a Claim shall be made as provided herein. The Contractor's Claim shall include an estimate of any cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Consultant, or anyone acting on behalf of any of them, the Contractor shall be entitled only to an increase in the Contract Time, in accordance with the Contract documents, but not a change in the Contract Sum. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction, and that the Work was on schedule (or was not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. The Contractor shall be entitled to a change in the Contract Time only if the Contractor can substantiate to the reasonable satisfaction of the Owner and Consultant that there was materially greater than normal inclement weather considering the full term of the Contract Time and using a ten-year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce National Oceanic and Atmospheric Administration for the locale of the Project, and that the alleged abnormal inclement weather actually extended the critical path of the Work. IF the total net accumulated number of calendar days lost due to inclement weather from commencement of the



Work until Final Completion exceeds the total net accumulated to be expected for the same period from the aforesaid data, and the Owner grants the critical path.

4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.3.10 Time is of the Essence. The parties agree that the Owner shall be entitled to recover liquidated damages at the rate stated in the Agreement, which shall commence on the first day following the expiration of the Contract Time and continuing until the date of Substantial completion.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 In an effort to reduce the incidence and costs to all parties of extended disputes, all Claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, except claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following alternative dispute resolution procedure unless the parties mutually agree in writing otherwise.

4.4.2 The Contractor shall submit a written notice of any Claim to the Owner and the Consultant within 14 days of the occurrence of the event giving rise to such Claim and shall include a clear description of the event leading to or causing the Claim. The Contractor shall submit a written Claim as providing herein within 30 days of the notice. Claims shall include a clear description of the Claim and any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause of and analysis of the resultant delay in the critical path) of the Claim and shall provide data fully supporting the Claim. Failure to properly submit the notice of Claim shall constitute waiver of the Claim. The Claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor (and Subcontractors of any tier) is entitled. Any claim of a Subcontractor of any tier may be brought only through, and after review by, the Contractor.

4.4.3 Upon receipt of a Claim against the Contractor or at any time thereafter, the Consultant or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Consultant or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

4.4.4 If a claim relates to or is the subject of a mechanic's lien or construction lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Consultant, by mediation or by litigation.

4.4.5 Within 30 days of the Owner's receipt of the written Claim, the Contractor may require that an officer of the Contractor, a principal of the Consultant, and the Owner's Superintendent or designee (all with authority to settle) meet, confer, and attempt to resolve the Claim during the following 21 days. The Owner may continue the meeting to a time after it has assembled and reviewed data. If the Claim is not resolved, the Contractor may bring no claim against the Owner unless the Claim is first subject to nonbinding mediation as described in Paragraph 4.5. This requirement cannot be waived except by an explicit written waiver.

4.4.6 The Contractor agrees that the Owner may join the Contractor as a party to any litigation/arbitration involving the alleged fault of the Contractor or Subcontractor of any tier.



4.5 MEDIATION

4.5.1 Any Claim arising out of or relating to the Contract, except Claims relating to aesthetic effect and except those waived shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an express written waiver.

4.5.2 The parties shall endeavor to resolve their claims by mediation, which unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rule of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation unless stayed for a longer period by agreement of the parties or court order.

4.5.3 The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

4.5.4 An officer of the Contract and the Owner's Superintendent or designee must attend the mediation session with authority to settle the Claim. To the extent there are other parties in interest, such as the Consultant or Subcontractors, their representatives, also with the authority to settle the Claim, shall also attend the mediation session. Unless the Owner and the Contractor mutually agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session which shall occur prior to Final Acceptance by the Owner.

4.6 LITIGATION

4.6.1 The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the procedures of Subparagraphs 4.4.1 through 4.4.3 above. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion approved in writing by the Owner or (b) 60 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The pendency of mediation shall toll these deadlines until the later of the mediator providing written notice to the parties of impasse or 30 days after the date of the last mediation session. Neither the Contractor nor a Subcontractor of any tier, whether claiming under a lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the statutory Retainage fund itself to the extent allowable under law).

4.6.2 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Consultant makes reasonable objection to such substitute. The Contractor shall require bids and contracts



from Subcontractors to be submitted in a format which specifically sets for the amount of any credit that the Owner will ultimately be the benefit of, if all or any portion of any Subcontractor's Work is deleted. In no instance shall the Owner be obligated to pay any fee, profit or overheard for Work which is deleted from any Subcontractor's scope or from that of the Contractor.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner or Consultant. Each subcontract agreement shall preserve and protect the rights of the Owner and Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with other Subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner or to another contractor should Owner so elect and consent, provided that:

- .1 assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Each subcontract shall specifically provide that the Owner (or other contractor) shall only be responsible to the subcontractor for those obligations that accrue after the Owner's or other contractor's exercise of rights under the conditional assignment required hereby.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall



participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make without an increase in the Contract Time or Sum any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Consultant apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor or any Subcontractors. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor or Subcontractors to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Consultant may allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, solely by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Consultant; a Construction Change Directive requires agreement by the Owner and Consultant and may or may not be



agreed to by the Contractor; an order for a minor change in the Work may be issued by the Consultant alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.1.4 Before effectuating a change in the Work, the Owner may request the Contractor to propose the amount of change in the Contract Sum, if any, and the extent of change in the Contract Time, if any, arising from the proposed change in the Work. The Contractor shall submit its responsive proposal as soon as possible and within 14 days and shall in good faith specify the components and amounts by which the Contract Sum and/or Contract Time would change. Labor, materials and equipment shall be limited to and itemized in the manner described in Paragraph 7.5 for the Contractor and major Subcontractors. If the Contractor fails to respond within this time, the Owner may withhold some or all of a progress payment otherwise due until the tardy proposal is received. If the Owner accepts the proposal in writing, the Owner will be immediately bound, the change will be included in a future Change Order, and the change in the Work shall commence expeditiously. The Owner may reject the proposal, in which case the Owner may either not effectuate the change in the Work or may order the change through a Construction Change Directive or an order for a minor change in the Work. The Consultant may confer directly with Subcontractors of any tier concerning any item proposed to the Owner under this Article.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument which may be prepared by the Consultant and signed by the Owner, Contractor and which may be signed by the Consultant, stating their agreement upon all of the following:

- .1 change in the Work;
- .2 the amount of the adjustment, if any, in the Contract Sum; and
- .3 the extent of the adjustment, if any, in the Contract Time.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3. Agreement on a Change Order shall constitute full and final settlement of all issues and matters related to the change in Work which is subject to the Change Order including, without limitation, any and all direct and indirect costs and all adjustments in the Contract Time and Sum. There shall be no fee due or to become due to the Contractor related to deductive Change Orders.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order which may be prepared by the Consultant and signed by the Owner, and which may be signed by the Consultant, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:



- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties (accompanied by an itemized estimate of probable cost) and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved. As soon as possible and within seven (7) days of receipt the Contractor shall advise the Consultant in writing of the Contractor's agreement or disagreement with the proposed adjustment or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. The Contractor's response shall reasonably specify the reasons for its disagreement and the adjustment or other terms that it proposes. Without such timely written response, the Contractor shall conclusively be deemed to have accepted the Owner's adjustment. The Contractor's disagreement shall not relieve the Contractor of its obligations to comply promptly with any written notice issued by the Owner or the Consultant. The adjustment shall then be determined by the Consultant in accordance with the provisions of the Contract Documents.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into and be construed and interpreted as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, or if cost is to be determined under Clause 7.3.3.3, the Contractor shall keep and present itemized in the categories of Paragraph 7.5 and in such form as the Consultant may prescribe, an itemized accounting together with appropriate supporting data. In order to facilitate checking of such quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs, including labor, equipment, material and subcontract costs. Labor, equipment and materials shall be itemized in the manner described in Paragraph 7.5. When major cost items arise from Subcontractors of any tier, these items shall also be similarly itemized. Approval may not be given without such itemization. Failure to provide data within 21 days of the Owner's request shall constitute waiver of any Claim for changes in the Contract Time or Contract Sum. The total cost of any change, including a Claim under Paragraph 4.3 or 4.4, shall be limited to the reasonable value, as determined by the Consultant (subject to appeal through the dispute resolution procedure of Paragraph 4.4), of the items in Paragraph 7.5. Unless otherwise agreed in writing by the Owner, the cost shall not exceed the lower of the prevailing cost for the work in the locality of the Project or the cost of the work in the current edition of R.S. Means Company, Inc., Building Construction Cost Data as adjusted to local costs and conditions. The Consultant and the Owner may communicate directly with Subcontractors concerning costs of any Work included in a Construction Change Directive. If the Contractor disagrees with the method for the adjustment in the Contract Time, the adjustment and method shall be referred to the Consultant for determination, and any adjustment shall be limited to the change in the actual critical path of the Contractor's Construction Schedule directly caused thereby.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the largest of (1) the reasonable and prevailing value of the deletion or change; (2) the line item value in the Schedule of Values; or (3) the actual net cost as confirmed by the Consultant. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.



7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner and provided that any amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. If the Contractor adds a reservation of rights that has not been initialed by the Owner, all the amounts for the Construction Change Directive shall be considered disputed unless costs are renegotiated or the reservation is withdrawn or changed in a manner satisfactory to the Owner.

7.3.9 When the Owner and Contractor agree with the determination made by the Consultant concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Consultant and the Owner will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out any and all such written orders promptly. If at the option of the Owner, the Consultant exercises any authority, right(s) or duty(ies) stated anywhere in this Agreement or any other Contract Document as an authority, right or duty the Consultant may perform, the Contractor shall comply with, be bound by and respond therewith and thereto, including, but not limited to, the exercise of any authority, right(s) or duty(ies) related to minor work.

7.5 PRICING COMPONENTS

7.5.1 The total cost of any changed Work or of any other increase or decrease in the Contract Sum, including a Claim, shall be limited to the following components:

- .1** Basic wages: The hourly wage (without markup, fringe benefits or labor burden) not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the changed Work on the site. The premium portion of overtime wages is not included unless pre-approved by the Owner.
- .2** Fringe benefits: Fringe benefits paid by the Contractor as established by the Oregon Bureau of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable. Costs paid or incurred by the Contractor for vacations, per diem, bonuses, stock options, or discretionary payments to employees are not reimbursable.
- .3** Workers' insurances: Direct contributions to the State of Oregon as industrial insurance; medical aid; and supplemental pension by class and rates established by the Oregon Bureau of Labor and Industries.
- .4** Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

7.5.2 Direct material costs: This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in advance by the Consultant. Discounts and rebates based on prompt payment may be included, however, if the Contractor offers but the Owner declines the opportunity.



7.5.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work will be used solely on the change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in The Rental Rate Blue Book by Data Quest, San Jose, California, or the actual rate paid to an unrelated third party as evidenced by rental receipts. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the change in the Work. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Consultant prior to performing the work. If more than one rate is applicable, the lowest rate will be utilized. The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use on the changed Work shall be 50% of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright.

7.5.4 Cost of change in insurance or bond premium. This is defined as:

- .1 Contractors' liability insurance: The cost (expressed as a percentage) of any changes in the Contractor's liability insurance arising directly from the changed Work; and
- .2 Public works bond: The cost (expressed as a percentage) of the change in the Contractor's premium for the Contractor's bond arising directly from the changed Work.

Upon request, the Contractor shall provide the Owner with supporting documentation from its insurer or surety of any associated cost incurred.

7.5.5 Subcontractor costs: These are payments the Contractor makes to Subcontractors for changed Work performed by Subcontractors. The Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Paragraph 7.5.

7.5.6 Fee: This is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including project manager, project engineers, project foreman, estimator, superintendent and their vehicles), taxes (except for sales tax), warranty, safety costs, quality control/assurance, purchasing, small or hand tool or expendable charges, preparation of as-built drawings, impact on unchanged Work, Claim preparation, and delay and impact costs of any kind, added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. It shall be limited in all cases to the following schedule:

- .1 The Contractor shall receive 15% of the cost of any materials supplied or work properly performed by the Contractor's own forces.
- .2 The Contractor shall receive 8% of the amount owed directly to a Subcontractor or Supplier for materials supplied or work properly performed by that Subcontractor or Supplier.
- .3 Each Subcontractor of any tier shall receive 12% of the cost of any materials properly supplied or work properly performed by its own forces.
- .4 Each Subcontractor of any tier shall receive 8% of the amount it properly incurs for materials supplied or work properly performed by its suppliers or subcontractors of any lower tier.
- .5 The cost to which this Fee is to be applied shall be determined in accordance with Paragraph 7.5.1-7.5.4.



- .6** The total summed Fee of the Contractor and all Subcontractors of any tier shall not exceed 25%. None of the fee percentages authorized in this Paragraph 7.5.6 may be compounded with any other fee percentage or percentages authorized in this paragraph.

If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction.

ARTICLE 8 TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

8.1.2 The date of commencement of the Work is the date established in the Agreement.

8.1.3 The date of Substantial Completion is the date certified by the Consultant in accordance with Paragraph 9.8.

8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time is expressly declared of the essence as it relates to the performance of the Contractor’s Work. Without limiting the foregoing, Contractor must complete the Project in the manner required hereby on the date required hereby. The failure to so complete the Project shall cause the Owner to incur substantial costs and expenses, including, but not limited to, those related to staffing, teachers, management, transportation, publication, communication, signage, and rental, all of which costs and expenses the Contractor shall be liable for.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall not knowingly, 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 II to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. The Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is unreasonably delayed at any time in the commencement or progress of the Work (1) by an act or neglect of the Owner or Consultant, or of an employee of either, or of a separate contractor employed by the Owner, or (2) by changes ordered in the Work only to the extent reflected in approved Change Orders providing for specific extensions of the Contract Time, or (3) by unanticipated, abnormal weather (see Paragraph 4.3.7), or (4) by unexpected industry-wide labor disputes, fire, unusual delay in deliveries, governmental delays (including permit delays not caused by the Owner), unavoidable casualties or other causes beyond the Contractor’s control, or (5) by delay authorized by the Owner pending mediation and litigation, or (6) by other causes which the Consultant determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time, limited to the change in the actual critical path of the Contractor’s Construction Schedule directly caused thereby, as the Consultant may determine consistent with the provisions of the Contract Documents. In no event, however, shall the



Contractor be entitled to any extension of time absent proof of (1) delay to an activity on the critical path of the Contract Schedule, also as to actually delay the Project completion beyond the date of Substantial Completion, or (2) delay transforming an activity into the critical path of the Contract Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraphs 4.3 and 4.4. That the Owner or Consultant may be aware of the occurrence or existence of a delay through means other than the Contractor's written notification shall not constitute a waiver of a timely or written notice or Claim.

8.3.3 This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

- .1** If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Consultant, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents, but not a change in the Contract Sum. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum. The Contractor shall not recover damages, an equitable adjustment or an increase in the Contract Sum or Contract Time from the Owner where the Contractor could have reasonably avoided the delay by the exercise of due diligence. The Contractor shall be able to recover an increase in the Contract Sum, consistent with the terms of the Contract Documents, only if a delay in the critical path was unreasonable and caused by the Owner. A Subcontractor is not entitled to damages, an equitable adjustment or an increase in the Contract Sum for any delay that does not increase the Contract Time.
- .2** In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Owner for delay beyond the payment permitted in Subparagraph 7.5.6, it is agreed that the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall be limited to the same daily liquidated damage rate specified in the Contract Documents due the Owner for the Contractor's delay in achieving Substantial Completion. No damages will be allowed for any time prior to 14 days before receipt of written notice of the Claim of the delay pursuant to Subparagraph 4.4.2.
- .3** The Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant under run; trade stacking; reassignment of workers; rescheduling of work, concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages; or similar damages.
- .4** The Contractor shall not be entitled to any adjustment in the Contract Time or in the Contract Sum, or to any additional payment of any sort, by reason of the loss or the use of any float time, including time between the Contractor's anticipated completion date and the end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract



Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Within seven (7) calendar days of the execution of this the Agreement and with each Application for Payment, the Contractor shall submit to the Consultant a schedule of values in a form satisfactory to the Consultant and Owner allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Consultant may require. This schedule, unless objected to by the Consultant or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Consultant may require, such as copies of requisitions from Subcontractors and material suppliers and reflecting Retainage if provided for in the Contract Documents.

9.3.1.1 As provided in Subparagraph 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Consultant, but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to any Subcontractor including any material supplier.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's free and clear title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Consultant may, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or notify the Contractor and Owner in writing of the Consultant's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Consultant to the



Owner, based on the Consultant's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Consultant. However, the issuance of a Certificate for Payment will not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Consultant may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if, in the Consultant's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Consultant is unable to certify payment in the amount of the Application, the Consultant may notify the Contractor and Owner as provided in Subparagraph 9.4. 1. If the Contractor and Consultant cannot agree on a revised amount, the Consultant may promptly issue a Certificate for Payment for the amount for which the Consultant is able to make such representations to the Owner. The Consultant may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Consultant's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 3.3.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security is acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 Any other failure to comply with the Contract Documents or Contractor's persistent failure to carry out the Work in accordance with the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS



9.6.1 After the Consultant has received all the necessary documents and properly issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and may so notify the Consultant.

9.6.2 If not done previously, The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 The Consultant or Owner may on request, furnish to any Subcontractors or any other person or entity, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Consultant and Owner on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner nor Consultant shall have an obligation to pay nor to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided for Subcontractors because by the definitions of this Agreement they are a Subcontractor.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.6.7 Payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

9.7 FAILURE OF PAYMENT

9.7.1 If the Consultant does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Consultant or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Consultant, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work, or portion thereof designated and approved by the Consultant and Owner, when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can fully occupy and utilize the Work, or designated portion thereof, for its intended use. All Work other than incidental corrective or punch



list work and final cleaning shall have been completed, including but not limited to the following:

- .1 Obtain temporary occupancy permits, pressure vessel permits, elevator permits, and similar approvals or certificates by governing authorities and franchised services, assuring the Owner's full access and use of completed Work.
- .2 Submit the Contractor's punch list of items to be completed or corrected and written request for inspection.
- .3 Complete final start-up, testing, and commence instruction and training sessions on all major building systems, including HVAC and controls, intercom, data communications, fire alarm, telephone, fire sprinkler, security and clocks.
- .4 Make final changeover of locks and transmit new keys to the Owner, and advise the Owner of the changeover in security provisions.
- .5 Discontinue or change over and remove temporary facilities and services from the project site.
- .6 Advise the Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.

The Work is not Substantially Complete unless the Consultant reasonably judges that the Work can achieve Final completion within 60 days, appropriate cleaning has occurred, all systems and parts are commissioned and usable, including balancing of the HVAC system, utilities are connected and operating normally, all required temporary occupancy permits have been issued and the work is accessible by normal vehicular and pedestrian traffic routes. The fact that the owner may occupy the Work or a designated portion thereof does not indicate that the work is Substantially Complete or is acceptable in whole or in part, nor does such occupation toll or change any liquidated damages due the Owner.

9.8.1.2 Date of commissioning of Critical Systems. The following systems of the Work, and any other systems designated in the Contract Documents, are considered "Critical Systems": the HVAC system, the data communication system(s), the intercom system, the life safety system(s) and the security system. When the Contractor considers that the Critical Systems are up and running and ready for normal operation as specified for each phase, the Contractor shall so notify the Consultant in writing a minimum of 14 days prior to the Date of Substantial Completion for that portion or phase as fixed in the contract Documents. The Consultant will then schedule a pre-commissioning inspection of these systems to determine whether the Critical Systems are complete and ready for normal operation. If the Consultant's inspection discloses that the Critical Systems are not Substantially Complete or that any item which is not in accordance with the requirements of the Contract Documents, the Contractor shall expeditiously, and before the Date of Commissioning, complete or correct such item upon notification by the Consultant. The Contractor shall then submit a request for another inspection by the Consultant to determine completion of the Critical Systems and pay the costs associated with the re-inspection, including fees of the Consultant and its consultants. When the Critical Systems are complete, the Consultant will notify the Owner in writing, which shall establish the Date of Commissioning. Warranties on the Critical Systems required by the Contract Documents shall commence on the Date of Commissioning, unless otherwise provided. The Date of Commissioning shall not have an effect on the duties of the parties at Substantial Completion.

9.8.1.3 Indemnification. The Contractor shall defend, indemnify, and hold harmless the Owner and the Consultant and their agents, employees, and consultants, successors and assigns from and against all



claims, damages, losses and expenses of third parties, direct and indirect, or consequential, including costs, design professional fees, and attorneys' fees incurred by the owner related to such claims and in proving the right to indemnification, arising out of or resulting from the failure of the Contractor to attain the Date of Commissioning less than 30 days prior to the Date of Substantial Completion fixed by the Contract Documents. In particular, the Contractor acknowledges that a 30-day period after the Date of Commissioning and prior to occupancy is specified during which the HVAC system is scheduled to operate under a procedure intended to dissipate out-gassing that may occur from interior and other materials.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Consultant and Owner a comprehensive list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to complete and correct all items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 Upon receipt of the Contractor's list, the Consultant and the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Consultant's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy and utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Consultant or Owner. In such case, the Contractor shall then submit a request for another inspection by the Consultant to determine Substantial Completion. If the Owner or Consultant determines that the Work or designated portion is not substantially complete, then the contractor shall expeditiously complete the Work or designated portion, request another inspection and pay all costs associated with any re-inspection.

9.8.4 When the Work or designated portion thereof is substantially complete, the Consultant may prepare a Certificate of Substantial Completion which, upon approval of the Owner, may establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Contractor shall attach and submit with the executed Certificate of Substantial Completion a written list of each outstanding and unresolved Claim; any Claim not so submitted and identified, other than Retainage and the undisputed balance of the Contract Sum, shall be deemed waived and abandoned. If the Owner or Consultant determines that the Work or designated portion is not substantially complete, the Contractor shall expeditiously complete the Work or designated portion, again request an inspection, and pay the costs associated with the re-inspection, including Consultant and consultant fees.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Any items not included by the Consultant but required or necessary for Final Completion of the Contract shall be supplied and installed by the Contractor as a part of the Contract Sum, notwithstanding their not being recorded by the Consultant. Upon written acceptance of the Certificate of Substantial Completion and upon the Contractor's application, the Owner shall make payment as provided in the Contract Documents. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. No further payment will be due or owing until the payment at Final Completion.

9.8.6 The Contractor shall prepare, continue to monitor with the Consultant, and cause to be completed, all



punch lists with respect to the activity of each Subcontractor and report weekly to the Owner on outstanding punch list items. Beginning 90 days before the scheduled date of Substantial Completion, the Contractor shall prepare reports weekly, identifying items to be completed in order to obtain temporary and permanent certificates of occupancy and make recommendations to the Owner with respect to effectuating the earliest possible completion.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Clause 11.3.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, Retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Consultant and Owner as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Consultant.

9.9.2 Immediately prior to such partial occupancy or use, the Owner and Contractor shall, and Consultant may, jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 FINAL COMPLETION.

9.10.1.1 If, at sixty (60) days after the Date of Substantial Completion, the Owner considers that the punch list items are unlikely to be completed within sixty (60) days of Substantial Completion, the Owner may, upon seven (7) days' written notice to the contractor, take over and perform some or all of the punch list items. If the Contractor fails to correct the deficiencies within the period required, the Owner may deduct the actual cost of performing this punch list work, including costs, plus 10% to account for the Owner's transaction costs from the Contract Sum.

9.10.1.2 Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, the Consultant may promptly make such inspection accompanied by the Contractor and, when the Consultant finds all punch list items fully completed and the Work acceptable under the Contract Documents and the Contract fully performed, the Consultant may promptly notify the Contractor and the Owner in writing that to the best of the Consultant's knowledge, information and belief, and on the basis of the Consultant's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents. If the Consultant determines that some or all of the punch list items are not fully completed, then the Contractor shall be responsible to the Owner for all costs, including re-inspection fees, associated with any subsequent Consultant's inspection. The Consultant's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.



9.10.1.3 The Contractor is liable for, and the Owner may deduct from any amounts due the Contractor, all Consultant, architect, engineer or other design consultant fees incurred by the Owner for services performed more than 60 days after Substantial Completion of all the Work, whether or not those services would have been performed prior to that date had Final Completion been achieved in a timely manner.

9.10.1.4 When the Consultant finds that the Work has been concluded, a final occupancy permit has been issued, and the Contractor has submitted all the items in Subparagraph 9.10.2.1 to the Consultant, the Contractor may submit a final Application for Payment. The Consultant will then promptly issue a final Certificate for Payment stating that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Consultant's final Certificate for Payment shall establish the date of Final Completion upon its execution by the Owner.

9.10.1.5 "Final Completion" will be attained when the Contractor has accomplished the following:

- .1 Complete all requirements listed in Paragraph 9.8 for Substantial Completion.
- .2 Complete all remaining punch list items, notify Consultant and Owner that all work is complete.
- .3 Obtain permanent occupancy permits.
- .4 Submit final change order and final Application for Payment.
- .5 Submit recorded documents, final property survey, and operation and maintenance manuals.
- .6 Deliver tools, spare parts, extra stock of material and similar physical items to the Owner.
- .7 Complete final cleaning.
- .8 Complete instruction and train in sessions on all major building systems including HVAC, intercom data communications, fire alarm, telephone, fire sprinkler, security and clocks.

9.10.2 FINAL ACCEPTANCE AND PAYMENT

9.10.2.1 Final payment shall not become due until after the Owner's Board of Directors has formally accepted the Project "Final Acceptance". To achieve Final Acceptance, the Consultant must have issued a final Certificate of Payment under Subparagraph 9.10.1, Final Completion must have occurred, and the Contractor must have submitted to the Consultant the following:

- .1 an affidavit that any and all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied together with full and final unconditional waivers by the Contractor and all Subcontractors in a form and with content acceptable to the Owner, except for any Subcontractor claims that are specifically identified on the affidavit,
- .2 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,



- .3 a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
- .4 consent of surety, if any, to final payment,
- .5 other data establishing payment or satisfaction of or protection against obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to indemnify the Owner against such lien or cash deposit off such lien or claim whichever the Owner may request. Such cash deposit shall be paid with the Contractor's own funds. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees,
- .6 an "Affidavit of Wages" from the Contractor and each Subcontractor of every tier certified by all required governmental authorities.
- .7 a letter from the Consultant indicating that the Work is complete and recommending Final Acceptance of the Project by the Owner.
- .8 certification that all materials in the Work are "lead-free" and "asbestos-free," and
- .9 all warranties, guarantees, training manuals, operation instructions, certificates, spare parts, maintenance stock, specified excess material, as-built drawings and other documents or items required by the Contract Documents or local governmental entities.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the Consultant so confirms, the Owner shall, upon application by the Contractor and certification by the Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted to the extent permitted by statute. If the remaining balance for Work not fully completed or corrected is less than Retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.4 If a Subcontractor of any tier or supplier refuses to furnish a release or waiver required by the Owner the Owner may (a) retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Contractor, satisfactory to the owner, to indemnify the Owner against such lien. If any such lien remains unsatisfied after all payments from the Retainage are made, the Contractor shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.10.5 Release of Retainage. Retainage will be held and applied by the Owner as required by law. Release of Retainage will be processed in the ordinary course of business upon expiration of sixty (60) days following Final Acceptance of the Work by the Owner provided that no notice of lien shall have been given as provided by law, and that no claims have been brought to the attention of the Owner and that the Owner has no



claims under this Contract.

9.10.6 WAIVER OF CLAIMS

9.10.6.1 Final Payment by Owner. The making of final payment shall not constitute a waiver of any Claims by the Owner.

9.10.6.2 Final Payment to Contractor. Acceptance of final payment by the Contractor, or any Subcontractors including but not limited to any material supplier shall constitute a waiver of claims by that payee except those previously timely made in writing delivered to the Owner, Consultant and identified by that payee as unsettled and attached to Contractor's final Application for Payment.

9.10.6.3 Change Orders. The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. Reservations of rights will be deemed waived and are void unless the reserved rights are specifically described in detail to the satisfaction of the Owner and are initialed by the Owner.

9.10.7 The Contractor shall maintain books, ledgers, records, documents, estimates, correspondence, logs, electronic data and other evidence pertaining to the costs incurred by the Contractor in connection with or related to the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with requirements of the Contract Documents and with all costs, charges and other amounts of whatever nature under the contract. The Contractor shall preserve such records for a period of three (3) years following the date of Final Acceptance under the contract and for such longer period as may be required by any other provision of the contract. Within seven (7) days of the Owner's requires, the Contractor agrees to make available at the office of the Contractor during normal business hours all records for inspection, audit and reproduction by the Owner or its representatives. These requirements shall be applicable to each Subcontractor of any tier and included in each Subcontract and purchase order issued with respect to the Work, except fixed-price Subcontracts where the price is \$25,000 or less.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall use best efforts and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall use best efforts to take precautions for safety of, and provide protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or



replacement in the course of construction.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall use best efforts to erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities and to protect adjacent property and improvements from any damage. Any damage to such property or improvements shall be promptly remedied at Contractor's sole cost and expense.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and notify the Owner and Consultant in advance to such storage. To the extent that Owner's Operations limit the use or storage of explosives or other hazardous materials or equipment they shall not be used or stored at the Project.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractors, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Consultant.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.2.8 Contractor shall specifically comply with any and all laws, rules and regulations related to hazardous materials (including without limitation asbestos) and hazardous material abatement including by not limited to those relating to contracting and the performance of such work.

10.3 HAZARDOUS MATERIALS

10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos, encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Owner and Consultant in writing. By executing this Contract, Contractor represents and warrants that it has no knowledge of any material or substance which would give rise to any obligation of the Owner under any provision of 10.3.

10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found



to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Consultant the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Consultant will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Consultant has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Consultant have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

10.4 The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor.

10.5 EMERGENCIES

10.5.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by any Subcontractors, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;



- .7 claims for bodily injury or property damage arising out of completed operations; and
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage's, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

11.2 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

11.2.1 The Owner may also in addition to or in the alternative require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Consultant's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Clauses 11.1.1.2 through 11.1.1.5.

11.2.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Consultant waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

11.2.3 The Owner may require the Contractor to include the Owner, Owners Representative, Consultant or any other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Paragraph 11.1 or as set out elsewhere in the Contract Documents.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, until final payment has been made as provided in Paragraph 9.10



or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

11.3.1.1 Property insurance may be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and may cover reasonable compensation for Consultant's and Contractor's services and expenses required as a result of such insured loss.

11.3.1.2 If the Owner does not intend to purchase such insurance the Owner shall so inform the Contractor. The Contractor may, then following 14 days prior written notice to the Owner by the Contractor effect such insurance which will protect the interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and if approved by the Owner in its discretion and in writing before the purchase thereof the costs thereof may be charged to the Owner.

11.3.1.3 If the property insurance requires deductibles, the Owner need not pay costs not covered because of such deductibles and they shall be paid by Contractor.

11.3.1.4 This property insurance, if any may at the Owner's option cover portions of the Work stored off the site, and also portions of the Work in transit.

11.3.1.5 Partial occupancy or use in accordance with Paragraph 9.9 may commence absent the insurance company or companies providing property insurance having consented to such partial occupancy or use by endorsement or otherwise.

11.3.2 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

11.3.3 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.3.5 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

11.3.4 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverage's required by this Paragraph 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

11.3.5 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Consultant, Consultant's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Paragraph 11.3 or other property



insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Consultant, Consultant's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.6 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.3.7. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.3.7 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Paragraphs 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in any of the Contract Documents.

11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Consultant's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant or Owner, be uncovered for the Consultant's or Owner's observation or examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Consultant or Owner has not specifically requested to examine prior to its being covered, the Consultant or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in full and strict accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in full and strict accordance with the Contract Documents, correction shall be at the Contractor's sole expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.



12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Consultant's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to Substantial Completion the contractor or any Subcontractors or anyone they are responsible for uses or damages any portion of the Work, they shall return it to "like new" condition without any increase in the Contract Time or Sum.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligations under Paragraph 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly (but in no event later than seven days) after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a full and final written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work promptly during that period after receipt of notice from the Owner or Consultant, the Owner may correct it in accordance with Paragraph 2.4.

12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 The Contractor shall bear the sole cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.



12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the law of the State of Oregon.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to any person or entity. In such event, they shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. Notice by e-mail or facsimile shall not constitute written notice unless the Owner shall otherwise agree.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall timely make all arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Except as otherwise provided herein, the cost of private-independent tests by third-parties to this Agreement shall be at Owner's expense. The Contractor shall give the Consultant and Owner timely notice



of when and where tests and inspections are to be made so that the Consultant and Owner may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Consultant, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Consultant may, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Consultant and Owner of when and where tests and inspections are to be made so that the Consultant and Owner may be present for such procedures. Such costs, except as provided in Subparagraph 13.5.3, or otherwise in the Contract Documents shall be at the Owner's expense.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's and Owner's services and expenses shall be at the Contractor's sole cost and expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Consultant.

13.5.5 If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so reasonably and, where practicable, at the normal place of testing.

13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor any applicable statute of limitations shall accrue as provided by law in all events before substantial completion, between substantial completion and final certificate for payment, after final certificate for payment and otherwise.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or any Subcontractors, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped:



- .2 an act of government, such as a declaration of national emergency which requires all Work to be stopped; or
- .3 because the Consultant has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents following 30 prior written notice to the Owner.

14.1.2 If one of the reasons described in Subparagraph 14.1.1 exists, the Contractor may, upon seven days' written notice to the Owner and Consultant, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including agreed reasonable overhead and profit.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner, upon certification by the Consultant that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor (but not the construction equipment owned, operated and used by Subcontractors in the performance of their Work);
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Consultant's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs



and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Consultant, upon application, and this obligation for payment shall survive termination of the Contract. Contractor hereby fully, finally and unconditionally waives any and all other claims, including but not limited to those for lost or anticipated profits or overhead.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination as provided in 14.4.4,

14.4.4. Upon on such termination Contractor shall recover as its sole remedy payment for Work properly and timely performed and installed prior to the effective date of the termination and for items properly and timely fabricated off the site and delivered and stored in accordance with the Owner's instructions prior to the effective date of termination. Contractor hereby fully, finally and unconditionally waives any and all other claims, including but not limited to those for lost or anticipated profits, or overhead. Owner shall be credited for payments previously made and claims the Owner has.

END SECTION



PAYMENT BOND

Bond No. _____

The undersigned, _____ as Principal and _____ as Surety, a corporation organized and existing under the laws of the state of _____, are held and bound unto JACKSON COUNTY SCHOOL DISTRICT 5 and its heirs, executors, administrators, and assigns as Obligee, for the use and benefit of all persons or entities that provide labor, materials, equipment or supplies for use under the Contract described below, in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS Principal has entered into a Construction Contract ("Contract") dated _____, 2022, with Obligee for the Ashland High School ADA Commons Project ("Project"), which Contract is made a part hereof as if fully incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if Principal shall promptly make payment to all persons or entities that provide labor, material, equipment or supplies for use under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. In the event that Principal shall be, and declared by Obligee to be in default under the Contract, the Surety, at the request of the Obligee, shall promptly remedy the default in a manner acceptable to the Owner.

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

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

Principal and Surety hereby jointly and severally agree that any person or entity that provides labor, material, equipment or supplies for use under said Contract and has not been paid in full, and any other party entitled to make claim on the bond under ORS 279C, if notice is given within the applicable time period set forth in ORS 279C.605 may sue on this bond for the use of such person or entity, prosecute the suit to final judgment for such sums as may be justly due and owing claimant and have execution thereon. Obligee shall not be liable for the payment of any damages, costs or expenses (including attorney fees) awarded in any such suit.

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

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



ASHLAND SCHOOL DISTRICT
ASHLAND HIGH SCHOOL
ADA COMMONS PROJECT
PAYMENT BOND
SECTION 00 6113

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

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

Executed this _____ day of _____, 2022.

PRINCIPAL

Title

Address

SURETY

Title

Address

COUNTERSIGNED:

Resident Agent

Address



PERFORMANCE BOND

Bond No. _____

The undersigned, _____ as Principal and _____ as Surety, a corporation organized and existing under the laws of the state of _____, are held and bound unto JACKSON COUNTY SCHOOL DISTRICT 5 and its heirs, executors, administrators, and assigns as Obligee, in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS Principal has entered into a Construction Contract ("Contract") dated _____, 2022, with Obligee for Ashland High School ADA Commons Project ("Project"), which Contract is made a part hereof as if fully incorporated herein.

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

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

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

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

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

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



ASHLAND SCHOOL DISTRICT
ASHLAND HIGH SCHOOL
ADA COMMONS PROJECT
PERFORMANCE BOND
SECTION 00 6613

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

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

Executed this _____ day of _____, 2022.

PRINCIPAL

Title

Address

SURETY

Title

Address

COUNTERSIGNED:

Resident Agent

Address



PART 1 GENERAL

1.01 MINIMUM WAGE RATES

- A. The minimum wage rates to be paid all crafts and labor on this contract shall be the prevailing wage for the individual crafts involved in the Jackson County area during the life of the contract and as determined by the Commissioner of the Oregon Bureau of Labor and Industries, or in the case of a Federal-Aid project, the wage determination decision of the Federal Secretary of Labor, along with conformance to ORS 279C, as may be applicable to the supplying of the services and/or materials called for in the bid.
- B. Every contractor and subcontractor shall pay workers not less than the specified minimum hourly rate of wage for each trade or occupation in each locality. When a public works project is subject to Davis-Bacon Act (40 U.S.C. 3141 et seq) that would otherwise be subject to state prevailing wages, if the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the project shall pay at least the state prevailing rate of wage.
- C. Each worker in each trade or occupation employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, must be paid not less than the applicable state prevailing rate of wage in accordance with ORS 279C.383 and 279C.840, or the applicable federal prevailing rate of wage, whichever is higher.

1.02 GENERAL REQUIREMENTS

- A. If a dispute arises as to what the prevailing wage rate for any class of worker is, and if the dispute cannot be settled by the parties involved, it may be referred to the Commission of the Bureau of Labor and Industries, State of Oregon, for final determination. The Wage Rates are minimum rates only and the Owner will not consider any claims or additional compensation because of payment made by Contractor or a Sub-Contractor of any wage rate in excess of the prevailing rate.
- B. Prevailing Wage Rates:
 - 1. Pursuant to ORS Ch. 279C.800 - 279C.870, "Prevailing Wage Rates for Public Works Contracts in Oregon," effective current rate at time of advertisement, and amendments, if any, are bound hereinafter and are included as a part of this Specification.
- C. Other requirements related to Prevailing Wage are listed in Section 00 5000 – Agreement for Stipulated Sum.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION



ARTICLE 11 - INSURANCE AND BONDS

Revise 11.1.2: Add the following:

The insurance required by 11.1.1 shall be written for not less than the following limits, or greater if required by law and underwritten by an insurance company rated A or A+ by A.M. Best & Co.

1. **Workers' Compensation:** Statutory
2. **Comprehensive General Liability (including Premises-Operations:** Independent Contractor's Protective; Products and Completed Operations; Explosion, Underground & Collapse; Broad-Form Property Damage, Blanket Contractual Liability, Personal Injury with Employment Exclusion Deleted):
 - (a) Bodily Injury
\$2,000,000 Each Occurrence
\$4,000,000 Annual Aggregate
 - (b) Property Damage
\$2,000,000 Each Occurrence
\$4,000,000 Annual Aggregate
 - (c) Products and Completed Operations to be maintained for two (2) years after final payment.
 - (d) Property Damage Liability Insurance shall provide X, C and U coverages.
3. **Comprehensive Automobile Liability:**
 - (a) Bodily Injury
\$1,000,000 Each Person
\$1,000,000 Each Occurrence
 - (b) Property Damage
\$1,000,000 Each Occurrence
4. The Owner shall be named as the Certificate Holder.
5. In addition, furnish true umbrella coverage, which provides excess limits over the primary layer and broader scope, in an amount not less than \$2,000,000.
6. Insurance shall be written by a firm licensed to do business in the State of Oregon and as approved by the Owner. The Owner's specification or approval of this insurance or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise.

11.1.3: Add the following:

The Contractor shall furnish one copy of the General Liability and Automobile Liability policy. The policies shall name the Jackson County School District 5 and its members, partners, officers, directors, agents, and employees, and the successors in interest of the foregoing, as Certificate Holder, using ISO additional insureds endorsement CG 20 10 11 85 or a substitute providing equivalent coverages within ten (10) days after the Owner issues a "Notice of Intent to Award Contract". The Contractor shall furnish to the Owner copies of any subsequently issued endorsements amending, modifying, altering or restricting coverage or limits.

END OF SECTION



PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Ashland High School ADA Commons
- B. Owner's Name: Jackson County School District 5.
- C. Architect/Consultant's Name: arkitek:design&architecture.
- D. The Project consists of ADA accessibility improvements implemented on site to connect the buildings with accessible routes and ensure equal access to all learning facilities. In addition, three sets of design-build stairs at the Science building.

1.02 CONTRACT DESCRIPTION

1.03 WORK BY OWNER

- A. Items noted OFOI (Owner-Furnished, Owner-Installed) will be supplied and installed by Owner before Substantial Completion. Some items include:
- B. Items noted OFCI (Owner-Furnished, Contractor-Installed) will be supplied by the Owner for installation by Contractor before Substantial Completion. Some items include:
- C. Items noted OFOICC (Owner Furnished, Owner Install, Contractor Coordinated) will be supplied by the Owner, installed by the Owner's contractor, but the responsibility of the Contractor to coordinate installation before Substantial Completion.

1.04 OWNER OCCUPANCY

- A. Owner intends to occupy the Project upon Substantial Completion
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Except as otherwise stipulated herein, Contractors will have complete use of the Premises within the boundaries of the project as shown on the Drawings for the execution of the Work.
- B. The possession, use, or distribution of illicit drugs and alcohol on the Owner's premises is prohibited. Prescription medications brought to the project site shall be in the original container bearing the name of the drug, the name of the physician and the prescribed dosage.
- C. TOBACCO FREE INSTITUTION: All bidders shall comply with OAR 581.021.0110 and ORS 326.051 regarding Tobacco Use on Public Grounds. For the purpose of this document "tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, snuff, in any form, nicotine or nicotine delivering devices, chemicals or devices that produce the physical effect of nicotine substances or any other tobacco substitute



(e.g., e-cigarettes). This does not include FDA approved nicotine replacement therapy products used for the purpose of cessation. No employee, sub-contractor, material supplier, or project visitor is permitted to smoke, inhale, dip, or chew or sell tobacco at any time, including non-education hours.

1. In any building, facility; or
 2. On education facility grounds, athletic grounds, or parking lots.
- D. Tools and building materials shall never be left out when an unsecured work area is vacated.
- E. Ladders and scaffolding will be taken down when an unsecured work area is vacated.
- F. Open holes and other tripping hazards shall be fenced or barricaded when an unsecured work area is vacated.
- G. "Secured Work Area" is defined as an area having a perimeter cyclone fence at least 6 feet in height, with gates which close and lock so that no casual entrance is possible by unauthorized personnel.
- H. Operations resulting in vapors, emissions or flying objects shall be conducted in such a way as to prevent exposure to any unprotected parties or property.

1.06 WORK SEQUENCE

1.07 DUST PROTECTION AND SAFETY BARRIERS

- A. The Contractor shall erect temporary Dust and Safety Barriers around all of the Construction Operations to keep dust and debris within the localized work area, and to protect the owner, staff, and the public from construction activities. Additional requirements may be required if airborne dust is judged by the Owner to be a problem.
- B. The Contractor shall take precautions to protect existing smoke detectors from damage or deterioration from dust caused by work of this contract.

1.08 OVERTIME WORK

- A. The Contractor shall notify the Owner in writing, at least 48 hours in advance of any overtime work, including nights, weekends, and holidays. Do no overtime work without Owner's prior approval.
- B. The Contractor shall reimburse the Architect and Owner for any expenses incurred by them because of Contractor's overtime work.

1.09 WORK IN PUBLIC RIGHT-OF-WAY

- A. The Contractor shall obtain any required Permits, pay Permit Fees, arrange for inspections by Regulatory Agencies, and comply with governing Regulatory Agency requirements.

1.10 PROTECTING EXISTING UTILITIES



- A. Original Building Drawings and Site Survey Drawings indicate approximate location of any known, concealed Utility Lines. Before starting work, Contractor shall determine exact location of any of these Lines that could be damaged by Contract Work.
- B. Contractor shall assume that other unknown Utility Lines do exist, and Contractor shall proceed with caution when working in areas that could conceal unknown Utilities.
- C. If such Utility Lines are encountered, immediately request disposition instructions from Architect.
- D. If Utility Lines are damaged; remove, repair, or replace Lines as directed. Additional compensation and/or extension of time, if any, caused by removing, repairing, or replacing Lines will be determined in accordance with General Conditions.

1.11 PROTECTING EXISTING LANDSCAPING & TREES

- A. Protect existing Trees, not designated for removal, against damage caused by work of this contract.
- B. Provide necessary Fencing and Barricades. Erect prior to Work, and unless otherwise instructed, remove after Work completion.
- C. Prohibit Earth stockpiling, Material storage, and Vehicle Parking and Traffic within Drip-line of Trees.
- D. Prohibit dumping of Refuse, Chemicals, and other Materials and puddling or running Water which may injure Plant growth including Root systems.
- E. Prohibit Foot and Vehicle Traffic which may compact Soil over Root Systems.
- F. Prohibit any unnecessary cutting, breaking and skinning of Branches and Roots, and prohibit skinning and bruising of Bark. All tree pruning activities shall be conducted by a certified arborist.
- G. Prohibit all cutting, breaking, and skinning of branches and roots, and skinning or bruising of bark of any trees within the street Right of Way. Consult with a certified arborist and the Authority having jurisdiction prior to starting and construction activities that may threaten to damage street trees.
- H. Prohibit Fires, High-heat and Smoke adjacent to Trees.
- I. Repair or replace with plants of equal size, any material damaged by Construction Operations.
- J. Where damaged Trees cannot realistically be repaired or replaced, pay Owner, as Liquidated Damage, value of Trees as determined by Council of Tree & Landscape Appraisers and as distributed by International Society of Arboriculture. Copies can be obtained from Society at Box 71, Urbana, IL 61801.

1.12 PROTECTING EXISTING SUBGRADE

- A. Contractor shall protect against damage, existing Subgrade and Earthwork provided under this Contract.



- B. Where necessary to accomplish required protection, provide additional Temporary Fill or other approved Cover over Work to be protected.

1.13 PROTECT EXISTING STRUCTURES

- A. Contractor shall protect against damage, existing building parts not scheduled for repair or remodel under this contract.
- B. Where necessary to accomplish required protection, provide additional Temporary barricades, cushioning, or other approved Cover over material to be protected.

1.14 HAZARDOUS MATERIALS

- A. Building Materials Containing Asbestos and Lead have been found in this building in the past. The Owner has previously removed or encapsulated most of the asbestos. By this notice, the Contractor and the Sub-contractors, and their workers, are asked to be aware of the possible presence of Asbestos Bearing Materials, lead and other hazardous materials and if found, or even suspected, to immediately stop work in the area, and notify the Architect and the Owners Project Mnager of the location and condition. A separate independent contract will be issued by the Owner to have the suspected material tested and if needed removed or encapsulated.
- B. The Contractor and Sub-contractors, and their workers shall be extremely careful when working around any asbestos or encapsulated asbestos materials, and take any necessary precautions to avoid disturbing the asbestos or the encapsulation materials. If the asbestos or the encapsulation is disturbed, immediately stop work in the area, and notify the Engineer and the Owners Facility Manager of the location and condition.

1.15 CRIMINAL HISTORY CHECK / PHOTO ID

- A. The names of all Contractor and all Subcontractor employees who will be on the job site for more than one day must be submitted to the District. These employees shall fill out a criminal history form provided by the District. Criminal history checks will be run through the Oregon State Police as provided for in ORS 326.603. The District shall bear the cost of processing such Criminal history checks.
 - 1. Through the signature on the criminal history form, authorization is also given to HMKCO and its representative to investigate this information. Further, with this signature, consent is given to all governmental agencies, public or private companies and individuals to release information regarding the individual to the HMKCO and to their representative. The District shall bear the cost of processing such Criminal history checks.
- B. In accordance with ORS 326.603(8) the District is required to terminate the employment or contract status of any individual who refuses to consent to a criminal history check of to be fingerprinted or falsely swears to the non-conviction of any crime.
- C. In accordance with ORS 326.603(7)(a) no individual found to have been convicted of any crime listed in ORS 342.143 or of an attempt to commit one of the listed crimes shall be allowed to work on any District site.
 - 1. It is vital that employees are instructed to accurately complete criminal history forms. Crimes listed in ORS 342.143 which automatically bar an individual from



employment with or contracting with the District are primarily crimes of violence, crimes against children, and sex related crimes. However, falsely swearing that you have not been convicted of a crime obligates the District to terminate employment or contract status even if the crime is not listed in ORS 342.143.

- D. All employees working on site shall wear a Name and Photo Identification Badge. The Contractor shall provide all Photo ID badge. Badge shall state Ashland School District, name of the project, employee name, and company they represent.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.
- F. Schedule of Values.
- G. Payments for products stored off site.

1.02 RELATED REQUIREMENTS

- A. Section 00 5000 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.
- B. Section 00 6000 - General Conditions and Document 00 8000 - Supplementary Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 00 7343 - Prevailing Wage Rates.

1.03 SUBMITTALS

- A. Submit a preliminary draft to the Consultant 3 weeks prior to the submittal for the first Application. The purpose preliminary draft is to confirm the level of detail required by the Design Team. The Contractor is to make adjusted requested by the Consultant. The level of detail may include values as separate lines (entities) for each Specification Section. The Consultant will not review any Application submitted until changes requested by the Consultant to the preliminary draft have been incorporated.

1.04 SCHEDULE OF VALUES

- A. Form to be used: AIA G703 or equivalent.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Consultant for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
 - 1. The purpose of the preliminary draft is to confirm the level of detail required by the Design Team, and the Contractor is to make adjustments as requested. The Consultant will not review any Application submitted until changes requested by the Consultant to the preliminary draft have been incorporated.



- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify the following.
 - 1. Each major Work Item.
 - 2. Each subcontracted Work Item. For each major Subcontract (i.e. mechanical, electrical and plumbing), list products and operations of that Subcontract as separate line items. List labor and materials separately for each major subcontractor.
 - 3. Any Products to be stored, for which separate payments will be requested.
- F. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.
- H. Round off values to nearest dollar.
- I. Sum of values listed shall equal total Contract Sum.
- J. Substantiating Data: When requested by Consultant, submit justifying Substantiating Data and Line Item Amounts in question.

1.05 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Monthly.
- B. Form to be used: AIA G702 and G703.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Consultant for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work. Include individual line items for change orders involving multiple items.
- H. Submit one digital copy in PDF format of each Application for Payment.
- I. Include the following with the application:
 - 1. Construction progress schedule, revised and current as specified in Section 01 3216.
 - 2. Payment for materials and equipment stored off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner.



- J. When Consultant requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- K. Submit Applications for Payment to Consultant at times stipulated below.
- L. When Consultant finds Application properly completed and correct, Consultant will transmit 3 copies of Certificate for Payment to Owner for approval of payment, with one copy to Contractor, and one retained for files.

1.06 ALTERNATE CONSTRUCTION PAYMENT MANAGEMENT SYSTEMS:

- A. Nothing contained herein would prohibit the Contractor from proposing the use of a Construction Payment Management System that substantially complies with the requirements of this section. The contractor shall pay all additional fees associated with the Owner and Consultant's use of this system.

1.07 PAYMENT FOR PRODUCTS STORED OFF THE PROJECT SITE

- A. When delay or added cost to Owner can be avoided by storing Products off Site, Owner will make payment to Contractor for said Products provided that
- B. Contractor shall:
 - 1. Locate Storage Facilities within 20 miles of the Consultant's Office or the Project Site.
 - 2. Make Storage Facilities available for Consultant's visual inspection.
 - 3. Segregate and label Stored Products for specified Project.
 - 4. Assume all risk for loss.
 - 5. Assume responsibility for exceeding Product "Shelf-Life".
 - 6. Protect Stored Products and provide applicable Insurance against their damage, discoloration, and theft, listing the Owner and any Mortgagee as Additional Named Insured.
 - 7. Submit itemized Inventory and Schedule of Values for Stored Products together with Certificate of Insurance.
 - 8. Submit payment requests to Owner as part of Contractor's regular Progress Payment Request. Payment requests can only be for the actual invoiced amount to the contractor or sub-contractor by their respective material supplier. Provide copies of invoice to justify amount requested.
 - 9. Reimburse Owner for damages sustained if Stored Products are not delivered to Jobsite when needed.
 - 10. Submit to Owner, with copy to Consultant, a written Waiver of Lien insuring Owner against claims for unpaid Storage Costs.



11. Upon receipt of payment from Owner, prepare and issue to Owner, with a copy for Consultant, and any Mortgagee, a Bill of Sale for Stored Products.

1.08 PREVAILING WAGE PAYMENT CERTIFICATION

- A. Submit Prevailing Wage Payment Certification Forms as required by Section 00 7343.

1.09 APPLICATION PAYMENT SCHEDULE

- A. Within 15 Days, following Owner's approval of payment of in-order Application for Payment, the Owner will:
 1. Until Substantial Completion, pay Ninety-Five Percent (95%) as defined in General Conditions during the previous month, as estimated by Consultant.
- B. After execution of Certificate of Substantial Completion, and within 15 days, following Owner's approval of payment of the next in-order Application for Payment, the Owner will pay:
 1. Balance due under Contract, excluding a Retainage Amount of at least \$1,000, or double the estimated value of uncompleted and/or unacceptable portions of Work, whichever is the greater amount.
- C. Thirty (30) days after final inspection and acceptance by Owner, and within 15 days following Owner's approval of payment of final in-order Application for Payment, the Owner will pay:
 1. Balance due under Contract, provided Work be then fully completed and Contract be then fully performed.

1.10 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Consultant will issue instructions directly to Contractor.
- C. For other required changes, Consultant will issue a Construction Change Directive document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Consultant will issue a Proposal Request document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the



requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 calendar days.

- E. Contractor may propose a change by submitting a request for change to Consultant, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Consultant for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Consultant.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For change ordered by Consultant without a quotation from Contractor, the amount will be determined by Consultant based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.



- H. Execution of Change Orders: Consultant will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.11 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7000.
 - 2. Submit final Application for Payment with unconditional lien releases and supporting documentation not previously submitted and accepted in accordance with requirements of General Conditions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 00 6000 - General Conditions.
- B. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.
- C. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 01 7800 - Closeout Submittals: Project record documents.

1.03 CONSTRUCTION ORGANIZATION & START-UP

- A. Responsible Parties:
 - 1. Immediately following Contract execution, Owner will and Contractor shall identify who, within their respective organizations, will be responsible for Project Coordination.
- B. The Contractor shall establish on-site Lines of Authority and Communications including the following:
 - 1. Schedule attendance at Preconstruction Meeting and schedule and conduct Progress Meetings as specified in Section 01 3000.
 - 2. Establish procedures for Intra-project Communications including:
 - a. Submittals.
 - b. Reports & Records.
 - c. Recommendations.
 - d. Coordination Drawings.
 - e. Schedules.
 - f. Resolution of Conflicts.



3. Technical Documents Interpretation:
 - a. Consult with Consultant to obtain interpretation.
 - b. Assist in resolution of questions or conflicts which may arise.
 - c. Transmit written interpretations to Subcontractors and to other concerned parties.
4. Permits & Approvals:
 - a. Verify that Subcontractors have obtained required Permits and Inspections for Work and for Temporary Facilities.
5. Control use of Site:
 - a. Supervise Field Engineering and Project Layout.
 - b. Allocate Field Office Space and Work and Storage Areas for use of each Subcontractor.

1.04 COORDINATING SUBCONTRACTORS' WORK

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

1.05 COORDINATING WORK WITH WORK OF OWNER OR OTHER CONTRACTS

- A. Coordinate, and make certain that, where Work of either party is dependent upon the other party, the Work first performed is properly placed, installed, aligned, and finished as required to permit the proper installation of the Work following.
- B. If the Owner's Work in any way interferes with the Contractor's Work, so notify the Owner sufficiently in advance so that the Owner has reasonable time to make necessary adjustments.
- C. If the Contractor's Work in any way interferes with Owner's Work, so notify the Owner as soon as possible. If the Contractor's Work must be modified to accommodate the Owner's Work, except as described elsewhere in this Specification, the Contract Sum and/or the Contract Time will, when necessary be adjusted by a Change Order.
- D. Mechanical & Electrical Equipment start-up:
 1. Coordinate check-out of Utilities, Operational Systems, and Equipment.



2. Assist in initial start-up and testing.
 3. Record starting dates of Systems and Equipment operation.
- E. At completion of Work of each Subcontract, conduct inspection to assure that:
1. Work is acceptable.
 2. Specified cleaning has been accomplished, and Temporary Facilities and Debris has been removed from Site.
- F. Substantial Completion: See Section 002113 1.13

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
1. Owner.
 2. Consultant.
 3. Contractor.
 4. Contractor's Superintendent.
 5. Major Subcontractors.
- C. Agenda:
1. Introductions.
 2. Execution of Owner- Contractor Agreement.
 3. Submission of executed bonds, insurance certificates and background checks.
 4. Description of Project
 5. Distribution of Contract Documents.
 6. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 7. Designation of personnel representing the parties to Contract, Owner and Consultant.



8. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - a. Written Change Order requests required
 - b. Supporting back-up will be required for all Change Orders
 - c. Describe Contractor's procedure for review and oversight in the preparation of Change Orders
 - d. Mark-up limitations on Change Orders (See General Conditions Article 7.1.4)
 - e. Processing time required
 - f. Applications for Payment
 - 1) Use AIA documents G702 and G703 latest edition
 - 2) Provide 4 signed and notarized copies
 - 3) Wage certifications to be attached
9. Scheduling, start date and date of substantial completion.
10. Building permit status.
11. Prevailing wage requirements.
12. Public Agency submittal of RESPONSIBILITY DETERMINATION FORM to Construction Contractor's Board.
13. Communications.
14. Role of Owner's Project Manager.
15. Employee Security Screening and Identification Badging.
16. Submittals required per Contract Documents.
17. MSDS Information
18. Erosion control procedures
19. Waste management procedures
20. Environmental quality requirements
21. Hazardous materials
22. Construction activities, working hours, use of site and building.



23. Staging and parking areas.
 24. Temporary facilities and utilities.
 25. Request for information and clarification of design
 26. Correction of Defects.
 27. Weekly on-site progress meetings.
 28. Safety and Emergency Procedures.
 29. Verify that Contractor's Mandatory Drug Testing Program is in place.
 30. Daily Clean-up
 31. Project Closeout, substantial completion, final completion.
 32. Record drawings and Operations and Maintenance Manuals
 33. Tour of Project by Owner's staff and guests (if applicable)
 34. Additional Comments
- D. Consultant will record minutes and distribute copies within [five] days after meeting to participants, with digital copies to Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at weekly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Consultant.
 4. Contractor's Superintendent.
 5. Major Subcontractors.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.



3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to Work.
- E. The Owner's Project Manager will record minutes and distribute copies within five days after meeting to participants, with digital copies to Contractor, Owner, participants, and those affected by decisions made.

3.03 PRE-INSTALLATION CONFERENCES

- A. When required in individual specification sections, the Contractor shall convene a pre-installation meeting prior to commencing work of that section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Consultant minimum four days in advance of meeting date.
- D. The Contractor shall be responsible to prepare agenda and preside at meeting:
 1. Review conditions of installation, preparation and installation procedures.
 2. Review coordination with related work.
- E. The Contractor shall be responsible to record minutes and distribute copies within four days after meeting to participants, with copies to Consultant, Owner's Project Manager, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 3216

3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.



2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
 5. Other information required in individual specification sections.
- B. Submit to Consultant for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Product Data:
1. Clearly mark each copy to identify pertinent Products.
 2. Show performance characteristics and capacities.
 3. Show dimensions, field dimensions, and required clearances.
 4. Show wiring and piping diagrams, and controls.
 5. Show standard schematic drawings and diagrams:
 - a. Modify to delete information not applicable to Work.
 - b. Supplement standard information to provide information specifically applicable to Work.
 - c. Assure that any photo copied material is clearly legible or provide all original material.
- D. Samples will be reviewed only for aesthetic, color, or finish selection.
- E. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.06 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other information required in individual specification sections.



- 8. Other types indicated.
- B. Submit for Consultant's knowledge as contract administrator or for Owner. No action will be taken.

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other information required in individual specification sections.
 - 6. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.08 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; two of which will be retained by Consultant.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.
 - 3. Show full range of color, texture & pattern.

3.09 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.



- C. Transmit each submittal with a transmittal form that clearly describes submittal contents and the quantity of items delivered.
- D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- F. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- G. Deliver submittals to Consultant at business address.
- H. Schedule submittals to expedite the Project, and coordinate submission of related items.
- I. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- K. Notify Consultant in writing, at submission time, of any deviations in Submittals from Contract Document requirements.
- L. Provide space for Contractor and Consultant review stamps.
- M. When revised for resubmission, identify all changes made since previous submission.
- N. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- O. Submittals not requested will not be recognized or processed.
- P. Submit Shop Drawings, Product Data, and Samples only for those Items specifically required. The Consultant will not be obligated to review Shop Drawings, Product Data, or Samples other than those required by the Contract Documents.
- Q. Perform no Work or Fabrication requiring Submittal until Consultant approves Submittal.

END OF SECTION



PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Related Requirements
- B. General Requirements
- C. Definition of Schedule Documents and Submittal Requirements
- D. Contractor's Schedule Management
- E. Coordination
- F. Schedule Format Requirements
- G. Weather Impacts and Delays
- H. Schedule Updates and Schedule (Network) Revisions
- I. Time Impact Analysis for Changed Conditions
- J. Recovery Schedule
- K. Timeliness of Schedule Document Submittals
- L. Owner Review of Schedule Submittals

1.02 RELATED REQUIREMENTS

- A. The General Provisions, and General Requirements of the Specifications apply to the work specified in this Section.
- B. Section 00 0120 – Bidder-Designed Items and Deferred Submittals
- C. Section 01 6300 – Approval For Substitution and Product Options

1.03 GENERAL REQUIREMENTS

- A. The Schedules (and schedule documents) described herein are for the following purposes:
 - 1. To define the Contractor's Baseline Plan (including logic and use of resources) for completing the Work
 - 2. To report progress in completion of the Work
 - 3. To evaluate any changes to the Contractor's Baseline Plan and subsequent updated plans
- B. In addition, the schedule documents shall serve as a communication tool between the Owner and the Contractor, and the Contractor and its subcontractors. The Owner



encourages the Contractor to use the Schedule to establish an understanding with all parties of the assumptions regarding the Work, and the various constraints and opportunities that are possible within the plan. As the work progresses, the Contractor and the Owner's Representative will use the Schedule to assess impacts and to formulate the best methods to complete the Work on, or ahead of the contractual completion dates. The schedule documents will also be used by the Contract Administrator to evaluate the Contractor's monthly progress payment requests.

- C. The Work shall be scheduled and performed pursuant to the provisions of the Contract including any specific dates for Contract completion milestones, phase completion and the like or requirements included in the General Conditions, the Owner-Contractor Agreement, or elsewhere in the Contract documents. All Contract milestone and completion dates listed in these specifications, or elsewhere in the Contract documents, represent only interface dates or major items of the Work. The Contractor is responsible for completion of all aspects of the Work in accordance with the Contract.
- D. At any time throughout the course of the Work, the Owner reserves the right to require additional activities to be added to the Schedule to further define the Contractor's plan and intentions regarding the execution of the Work. In each instance, such activities or changes shall be made by the Contractor at no cost or delay to the Owner. The Owner's Representative suggestions would not waive the contractor's right to establish its means and method or its obligation to execute the project in a timely and efficient manner.
- E. Should the Contractor desire or intend to complete the Work, or any portion of the Work, earlier than the specified Contract milestone, phase, or similar dates or the overall Contract completion date, the Owner will not be liable to the Contractor for any costs or other damages should the Contractor be unable to complete the Work before Contractor's earlier milestone or completion dates. The duties and obligations of Owner to the Contractor shall be consistent with and applicable only to the completion of the Work on the specified Contract milestone dates or the Contract completion dates unless the Owner and the Contractor otherwise agree in writing, formalized by a change order. The Contractor may finish early but shall not make any claims for additional time-related costs before the expiration of the specified Contract milestone, phase, or similar dates or the overall Contract completion date.
- F. The services provided by the Owner's Representative, the existence of schedules, networks or any other charts or services prepared or performed by the Owner's Representative, shall in no way relieve the Contractor of the responsibility for complying with all of the requirements of the Contract documents, including, but not limited to, the responsibility for completing the Work within the Contract Time and the responsibility of planning, scheduling, and coordinating the Work.
- G. It is understood that during the prosecution of certain aspects of the work, i.e., phasing; commissioning; work with possible impacts to facilities and/or tenant operations; or utility shutdowns, a separate detailed scheduled will be required. The Contractor shall prepare these schedules in a timely manner as required for distribution by the Owner's Representative to all affected parties. The Contractor shall provide these schedules at no additional cost.
- H. In addition to requirements specified herein, schedules shall include the following activities specific to Owner:
 - 1. Delivery of Operational and Maintenance Training Manuals.



2. Submittal and expected approval of manufacturer's recommended spare parts list.
3. System inspection and punch list preparation.
- I. The Contractor, including his Project Manager and Superintendent shall hold an orientation meeting with Owner, wherein the Contractor presents his approach to planning the work, developing the schedules, and meeting the requirements of this Section. This orientation meeting shall be held prior to submittal of the Baseline Schedule. The Contractor shall not delay preparation of the required schedules and schedule documents prior to this meeting; however, the Contractor shall be responsible for any changes or corrections to his scheduling as a result of this meeting.

1.04 DEFINITION OF SCHEDULE DOCUMENTS AND SUBMITTAL REQUIREMENTS

- A. The following outlines the schedules and schedule documents required by this section to be submitted by the Contractor. Details on each item (and all items) to be submitted are provided in further paragraphs in this Section and in referenced sections.
 1. Preliminary (4-Month) Schedule: This schedule is to detail all Contractor work, including procurement activities, mobilization, submittals, and construction activities for the first four months following the date of Notice to Proceed, and be used while the Contractor is developing his baseline schedule. All critical or completion dates required in the contract shall be incorporated into this schedule. The following submittal requirements apply to the preliminary schedule:
 - a. The Preliminary Schedule shall be submitted in a format and with content acceptable to the Owner's Representative and shall be submitted to the Contract Administrator no later than 10 calendar days after Notice to Proceed.
 - b. For purposes of this Preliminary Schedule, the Contractor is to assume that construction activities will occur within 30 calendar days after Notice to Proceed.
 - c. Allow five (5) working days for initial review and five (5) working days for resubmittal reviews by the Contract Administrator.
 2. Baseline Schedule: This is a detailed schedule including a narrative of schedule status developed using the Critical Path Method (CPM). It represents the Contractor's plan for the Work from the date of award of the Contract and will be used to make the first Progress Schedule.
 - a. Submittal requirements: The Baseline Schedule shall be submitted in Primavera P6 format and with content acceptable to the Owner's Representative. The Contractor shall obtain (1) perpetual license of Primavera P6 EPPM for use by the District PM and (1) license for use by the contractor during the contract duration.
 - b. Narrative of Schedule Status: This is a narrative that describes the key aspects of the submitted schedules. The Baseline Schedule narrative shall define the key aspects of the Contractor's plan for the Work that



includes the following key sections. The narratives submitted with the Baseline Schedules are required to be stand-alone documents that do not require Baseline Schedules to be attached in order to be comprehensible:

- (1) The layout and logic used in the Schedule
 - (2) Critical submittals
 - (3) Long-lead equipment and material procurement.
 - (4) The critical path
 - (5) An overall float analysis
 - (6) Any interface concerns with Owner
 - (7) Costs to date
 - c. Activities: The schedule shall be grouped by the following work activities:
 - (1) Mobilization Activities
 - (2) Procurement Activities
 - (3) Manufacturing Activities
 - (4) Quality Control Activities
 - (5) Installation Activities
 - (6) Testing Activities
 - (7) Commissioning Activities
 - (8) Demobilization Activities
3. Master Summary Schedule: The cost-loaded Master Summary Schedule shall be developed by the Contractor and submitted to the Contract Administrator with the Baseline Schedule and each monthly Progress Schedule.
- a. The Master Summary Schedule shall show the sequence in which Contractor proposes to perform the Work, all completion dates and critical dates indicated in the Contract Documents, and the dates on which Contractor plans to start and finish major portions of the Work. The Contractor shall include enough activities in the Master Summary Schedule, so that all significant portions of the Work, critical interfaces, coordination with Owner and milestone and completion dates are addressed.
 - b. The Summary Schedule shall be cost-loaded, at a high level, to develop a cash flow curve.



4. Critical Path Schedule: This schedule shall show the critical path derived first from the Baseline Schedule and subsequently from the current Progress Schedule. This is a time-scaled network logic diagram, showing only the current critical path of the Work along with its current progress. In the event of near critical path work (less than 10 days of float), the Owner's Representative may request the near critical paths also be shown. The following submittal requirements apply to the Critical Path Schedule:
 - a. Submittal Requirements:
 - (1) Submit with Baseline Schedule.
 - (2) Update and submit with the Progress Schedule.
 - (3) Export Primavera P6 schedule data to the client in live file format for all submissions.
5. Progress Schedule: This is a detailed schedule, developed using the Critical Path Method (CPM), which is derived from the Baseline Schedule. The first Progress Schedule is the initial monthly progress update of the Baseline Schedule. Subsequent Progress Schedules will be submitted on a monthly basis that updates the previously issued Progress Schedule. The Progress Schedule will also be used to compare percent complete requested by the Contractor in the monthly progress payment applications, to analyze delays and impacts in all Time Impact Analyses (TIA), and to determine whether a Recovery Schedule is needed from the Contractor.
 - a. Submittal requirements: Progress schedules are due monthly to coincide with the progress payment requests. The updated progress schedule will be targeted against the approved baseline and will include baseline start, finish, float, and original duration.
 - b. Narrative of Schedule Status: This is a narrative that describes the key aspects of the submitted schedules. The Progress Schedule narrative shall define the key aspects of the Contractor's plan for the Work that includes the following key sections. The narratives submitted with the Progress Schedules are required to be stand-alone documents that do not require Progress Schedules to be attached in order to be comprehensible:
 - (1) Progress in Last Period
 - (2) Critical Path Progress and Concerns
 - (3) Potential Delays and Time Impact Analyses
 - (4) Submittal Status (focus on critical submittals and concerns)
 - (5) Equipment and Material Delivery Status
 - (6) Quality Control Status
 - (7) Manufacturing Status



(8) Costs to Date

6. Weekly Short Interval Schedule: This is a three-week Look-Ahead Schedule for use in the weekly schedule review meetings. The weekly interval schedules shall include the current activities from the Progress Schedule and all other schedule information deemed necessary.
 - a. Submittal requirements:
 - (1) Provide the schedule in a format acceptable to the Owner's Representative.
 - (2) Submitted no later than 24 hours before the weekly schedule review meeting.
 - (3) Distribute the final weekly interval schedule to all field supervision no later than the next workday following the weekly schedule review meeting.
7. Recovery Schedule: This schedule will be required from the Contractor in the event that certain conditions exist such that critical or milestone dates are in jeopardy of being delayed. Recovery Schedule requirements are defined in later paragraphs of this section.
 - a. Submittal requirements: Submit five (5) working days after notice from the Contract Administrator that a Recovery Schedule is required.
8. Time Impact Analysis: This schedule analysis shall be part of the back-up data required from the Contractor in the event the Contractor claims that Contract changes delayed or impacted the Work and shall be included in any change proposal claiming increase in time. The Time Impact Analysis requirements are defined in later paragraphs of this section.
 - a. Submittal requirements: Formal submittal of the Time Impact Analysis shall be within 15 calendar days of occurrence of the delay. Failure to submit within the 15 calendar days waives the Contractor's right to claim additional costs or time as a result of such delay.
9. Schedule of Submittals: Submit per the following table:



Deliverable	Hard Copies	Electronic Copies	Submittal Due	Remarks
Preliminary (Four-Month) Schedule	2 color copies of each sort	1	10 calendar days after the Notice to Proceed	One-time submittal. Submit using same format requirements as the Baseline Schedule
Baseline Schedule	2 color copies of each sort	1	30 calendar days after the Notice to Proceed	Acceptance is prerequisite to issuance of NTP. Critical Path Schedule is integral to Baseline Schedule. Also, see Note (1).
Progress Schedule		1	Monthly	Critical Path Schedule is integral to Progress Schedule. Also, see Note (1).
Master Summary Schedule		1	With the Baseline Schedule, then Monthly	One-time submittal. Submit with the Baseline Schedule and each Progress Schedule
As-Built Schedule	Include color copy in project O&M	1	Within 30 days of substantial completion	Project schedule shall be considered as-built for work completed and updated with each progress billing. Final document shall be included in O&M
Weekly Look-Ahead Schedule	Sufficient copies for weekly meeting attendees	1	1 Electronic copy 24 hours before weekly schedule review meeting, harmonize with sufficient copies for attendee's color copies presented at OAC Meeting	
Recovery Schedule	2 color copies	1	Within 5 days of notice to submit	
Time Impact Analysis	2 color copies	1	Within 15 days of date of delay claimed	Submit with all changes requesting time extensions

Note (1) Includes Master Summary Schedule, Narrative of Schedule Status, Manpower Loading Curve, and Subcontractor Log.



1.05 CONTRACTOR'S SCHEDULE MANAGEMENT

- A. Scheduling Organization: The Contractor shall provide a Contractor's Scheduling Manager (CSM) to the implementation and management of the scheduling requirements of the Contract documents. The CSM (who may be the Contractor's Project Manager, Superintendent, or other qualified staff person) shall be on site at all times during the progress of the work, or as otherwise authorized in writing by the Contract Administrator.
- B. Qualifications of Contractor's Scheduling Manager:
 - 1. The CSM shall demonstrate acceptable professional familiarity with P6 software, hardware, and/or other scheduling systems and experience necessary to implement all scheduling requirements of the Contract in a timely and expeditious manner.
 - 2. The Owner's Representative will monitor the performance of the CSM. The CSM's performance will be judged on the timeliness and completeness of Contractor's compliance with the scheduling requirements of the Contract documents. If the CSM fails to perform in accordance with the scheduling requirements of the Contract documents, the CSM shall, at the direction of the Contract Administrator, be replaced at no cost to Owner or delay allowable to the project.

1.06 COORDINATION

- A. The Contractor shall coordinate the Work with that of Owner contractors, Owner Operations, and Owner tenants, and shall cooperate fully with the Owner's Representative in maintaining an orderly progress toward completion of the Work as scheduled.
- B. A Time Impact Analysis (TIA) shall be required to support any claim by the Contractor for delay caused by failure of Owner-furnished equipment and materials to arrive as scheduled, or failure of other Owner interface work or tenants to meet their schedules. The TIA shall be based on Owner activities having the same level of predecessor and successor logic to display delay impacts as the Contractor's Work.
- C. The Contractor shall inform its subcontractors of the delivery status of Owner-furnished equipment and material, and of the progress of other interfacing Owner construction work while the Work is underway.

1.07 SCHEDULE FORMAT REQUIREMENTS

- A. Unless otherwise specified, the Baseline and Progress Schedules shall be produced utilizing the Microsoft Windows based Primavera P6 Project Management of the most current version.
- B. The Baseline and Progress Schedules shall employ the Critical Path Method (CPM) using retained logic for the planning, scheduling and reporting of the work to be performed under this Contract. The type of schedule shall be Precedence Diagramming Method (PDM).
- C. The Baseline and Progress Schedules shall include but not be limited to:
 - 1. All Critical, Milestone, and Completion dates defined in the Contract, as well as



Owner-provided equipment delivery dates.

2. Date of Contract Award, Notice To Proceed, Mobilization, Substantial Completion, and Overall Beneficial Occupancy, Completion of each Phase, Pre-final Inspections, Final Inspections, and Final Acceptance.
3. Critical procurement and submittal activities including: shop drawings and sample submittals, Owner review of submittals, re-submittals and Owner review of re-submittals, fabrication and delivery for all key, critical path, near critical path and long-lead equipment and material. Owner reserves the right to require the Contractor to add procurement activities to the schedule for any key or long-lead equipment, materials or submittals it deems necessary to monitor the Contractor's schedule for this work.
4. Quality Control Activities, Testing, Pre-Installation Activities, Commissioning, training and closeout activities.
5. Offsite activities that interface with the Contractor's Work, including work by Owner and Owner contractors, delivery of Owner-furnished materials, utilities, agencies, critical Owner operations, Owner tenants, and other similar activities.

D. Activity Descriptions and Setup

1. The description of work by activity and activity coding shall contain the specific type of work to be done and the physical area of the work to which the activity pertains.
2. Activity boundaries shall be easily measurable, and descriptions shall be clear and concise. Activity descriptions should not be prefaced with "Begin" or "Complete." The beginning and end of each activity shall be readily verifiable, and physical progress shall be quantifiable.
3. In general, each critical path and key activity shall be associated with a single performing organization (subcontractor). For other activities, where there is similar type work in an area, organizations (subcontractors) may be grouped for a single activity. Where deemed necessary to define critical, key or unusual work, Owner reserves the right to require additional activities be added to the Contractor's schedule to provide that an activity be associated with each organization (subcontractor). The organization related to the activity shall be identified in a background sort code, such that reports sorted by organization can be made using the scheduling software. Construction Specifications Institute (CSI) codes relating to the division of the work shall be assigned to activities in the same manner described above for organizations. CSI codes are also to be assigned to background sort codes that allow reports by CSI code to be made using the scheduling software.
4. Activity durations over fifteen (15) working days shall be kept to a minimum and shall be used only for non-construction activities, such as shop drawing and sample submittals, fabrication and delivery of materials and equipment, concrete curing, and General Conditions activities. Exceptions to this shall be accepted in writing by the Contract Administrator. The duration of activities shall be in workdays.



5. Activity costs shall be limited to a maximum of Two-Hundred-Fifty-Thousand Dollars (\$250,000), excluding major equipment and materials. Exceptions to this shall be accepted in writing by the Contract Administrator.
6. For critical path and near critical path activities, Contractor shall use Finish-to-Start relationships to the extent possible. Contractor shall use more activities if necessary, to use Finish-to-Start relationships in preference to use of Start-to-Start relationships. The Owner reserves the right to require the addition of activities to further define critical path and near critical path work in the Schedule.
7. Activities that constitute the controlling operations or critical path will be identified by use of color (red). The critical path is defined as activities with total float less than one day. Near critical is defined as total float in the range of one to ten days. The critical path and near critical activities shall be less than 25 percent of the total activities in the Baseline Schedule.
8. Imposed completion dates for events other than the Milestone Dates or Completion Dates are generally not permitted. Artificial constraints (imposed start dates) are generally not permitted, except possibly for use in Owner- furnished materials, Owner interface dates and the like. Upon creating a new project schedule in the software, the option planned start and planned completion dates should be appropriately inserted. This will allow the schedule calculations to identify negative float when projected dates slip past the planned completion date. All Owner-furnished materials and Owner interface dates shall have an early start/finish and late start/finish range. All Owner dates shall be related to the Contractor's Work with predecessor and successor logic such that float is correctly calculated on Owner-furnished materials and Owner interface dates.
9. Activity numbering shall be spaced (or gapped) to allow inclusion of new activities between existing activities while still maintaining a similarity of numbering for like activities. Numbering by area, level, etc. is encouraged to assist in analysis. The numbering may be alphanumeric to allow easier identification of areas, etc. At a minimum, the following code fields should be included:
 - a. RESP – Responsibility (Owner, Owner's Representative, Sub Consultants, Jurisdictions, Key Third Parties, Contractors, Sub Contractor and, Vendors)
 - b. PHAS – Phases
 - c. AREA – Locations
 - d. STEP – Steps or Sub AREAs
 - e. ITEM – Specification Section Numbers
 - f. CONO – Change Order Numbers
10. Activities that have started and are in progress shall be “scheduled” on each submitted schedule. Planned durations for remaining work and planned completions of remaining work on activities shall be used. Activities shall not “ride” the data date line, with scheduled completions being the remaining durations, unless the Contractor actually plans to complete work within the



remaining duration. Schedules submitted with activities “riding” the data date line will not be accepted by Owner.

11. The work breakdown and coding structure (WBS) should, at a minimum, incorporate the following:
 - a. Milestones/Hammocks
 - b. Deferred Approvals (by CSI, including Agency Approvals)
 - c. Submittals (by CSI)
 - d. Quality Control Activities, Pre-Installation Activities, Commissioning, Designer of Record Observations, Mock-ups
 - e. Work
 - i. mobilization
 - ii. Grading/Underground Utilities
 - iii. Foundations
 - iv. Structures
 - v. Exterior Skin and Roof
 - vi. Interior Construction:
 - a. By Floor
 - b. By Major Unique Functional Area
 - c. Electrical and MEP Equipment
 - d. Unique Elements
 - e. Equipment, including OFCI, OFOI and OFOICC
 - f. Start-Up, Commissioning and Test & Balance (by system and element)
 - g. Fire and Life-Safety and Systems Pre-Tests (by system and element)
 - h. Fire and Life-Safety Jurisdictional Tests and Inspections (by system and element)
 - i. Final Sign Offs by the Design Team and Jurisdictions

E. Schedule Layout and Sequence of Activities

1. The schedule layout shall be consistent with the Project Conditions and



milestones set forth in the Contract documents. Work to complete each milestone shall be easily identifiable in the Contractor's overall schedule.

2. The layout shall be consistent with the Work required to meet the Contract milestone dates. In general, it is desired to have the Work needed to meet the Contract milestones be detailed activities that summarize, or roll-up to provide plan and status information reported for the milestone. The summarized overall

schedule shall allow reporting of physical progress, cost, and manpower loading for the entire work. Owner intent will be to use the Contractor's schedule for milestones to summarize activities in Owner Master Schedule for all projects.

3. The Schedule layout shall be arranged to allow easy physical progress monitoring of physical areas. Essentially, each level and area within level or area and level within area or the like shall be broken down within the Schedule. These areas and levels shall summarize (or rollup) for reporting purposes. The Contractor shall establish the layout that is needed to meet his Contract responsibilities. The Contractor shall use his selected layout to coordinate with the Contractor's submitted progress payment applications, such that the Schedule, physical progress, the progress payment application and physical progress can be compared to determine the actual progress payments to be made to the Contractor.
4. The calendar is established including agreed working times and holidays. The calendar should not be altered during the project unless the Owner's Representative expressly agrees.
5. Only activity types such "Start Milestone," "Finish Milestone," and "Task" will be allowed with prior authorization by the Owner's Representative. Level of effort (LOE) activities may be used to summarize work as needed to produce summary level schedules for presentation purposes.
6. All activities should have both predecessor and successor logic ties that accurately represent the sequence and interdependence of all related activities except Project Start (which would not have any predecessors) and the last Contract Milestone (which would not have any successors).
7. Negative lags may not be used (there will be no exceptions to this requirement). FS – Finish-to-Start with zero (0) duration logic ties are preferable.
8. SF – Start-to-Finish logic ties are not acceptable.

F. Formats of Schedules Submitted to Owner's Representative

1. The formats of schedules (and schedule documents) shall be submitted to the Owner's Representative are described below. The formats described are solely for reporting information and analysis use with Owner and are not intended to direct the Contractor in his own methods of scheduling. The Contractor may use any schedule format needed for his own use in performing his responsibilities in the Contract.
2. All schedules (and schedule documents) shall be submitted with clear identification of Owner and Contractor's job numbers, schedule names,



descriptions, plot dates, data dates, file numbers, issue numbers and the like.

3. All Baseline, Progress and Summary Schedules submitted shall be formatted in a fixed sequence of summary and detail activities for the Contract duration for ease of reference in progress updates. This sequence shall be established by the Contractor and acceptable to the Owner's Representative. The sequence shall be set up in the software such that re-sequencing or reorganizing of the Schedules is not required to generate Owner required schedules and reports. This allows a one to one comparison of each Schedule issued with previous Schedules for analysis purposes, including the As-built Schedule.
4. All Baseline, Progress, and Summary Schedules shall be submitted with the activity description data listed from left to right, as follows: Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Percent Complete, Early Start, and Early Finish. The early start and finish dates shall display an "A" after the dates if started (and finished). The Baseline Schedule shall also have the late start and late finish dates to the right of the early finish dates. The Owner reserves the right, at no cost, to require the Contractor to add the late start and late Finish dates to the Progress and Summary Schedules at any time.
5. The status bars on all schedules shall display the physical percent complete of progress. This same physical percent complete shall also be used in the data field. The percent complete of activity duration to show progress shall not be used.
6. The Baseline and Progress Schedules shall be submitted as color plotted time-scaled logic diagrams, with sufficient calendar and spacing to allow activity description information, bars and logic to be easily read. For each submitted schedule, a color plotted time-scaled logic diagram of just critical path activities shall be submitted. The fixed format, as described above, shall be used for all time-scaled logic diagram submittals throughout the duration of the project.
7. The Baseline, Progress, and Summary Schedules shall be submitted in bar chart format with activity data on the left side and bars on the right side. Logic shall not be displayed. Activity descriptions shall be displayed in the bar area. These bar chart schedules shall be 11" x 17" in size, and readable.
8. The Progress Schedule shall be submitted in an additional bar chart format that displays the previous month's Progress Schedule as a "Target" schedule for comparison use. The first Progress Schedule shall use the Baseline Schedule as the "Target" schedule. The "Target" bars shall be of smaller size, of different color, and below the current schedule's bars. Two color copies shall be submitted. The size shall be 11" x 17".
9. The Baseline and Progress Schedules shall be submitted in a bar chart format, as described above, but shall contain only the critical path activities. In the event that the Contractor's schedule has more than 25 percent of the activities as critical path or near critical path, the Contractor shall submit an additional bar chart schedule containing both the critical path and near critical path (as previously defined) activities.
10. The Baseline and Progress Schedules shall be submitted with a tabular report



that displays the activity data previously listed in this subsection, sorted by Activity Number. Owner reserves the right to request up to two additional tabular reports, in a format requested by the Owner's Representative, with any schedule submittal, Time Impact Analysis, or Recovery Schedule, at no additional cost to Owner.

11. The Baseline and Progress Schedules shall be submitted with a predecessor and successor report in 8-1/2" x 11", black and white format, displaying the activity data previously listed in this subsection and the predecessors and successors for each activity. This shall be in the fixed activity format.
12. All schedules and schedule documents submitted to the Owner's Representative shall be in hard copy, as described above, and in the submitted format via electronic transmission that contains the schedule data files.

1.08 WEATHER IMPACTS AND DELAY

- A. The Contractor agrees that he shall not be entitled to a time extension due to normal inclement weather, which can be expected at the project locale due to precipitation, snow, temperature, or other weather conditions. Normal inclement weather shall be defined as the most recent five-year average of accumulated record mean values from climatological data compiled by the US Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) monitoring station nearest to the project site. The Contractor shall include in its Baseline Schedule and all Progress Schedules, allowances for normal inclement weather. Agreed rain days will be tied to specific activity sequences in specific seasons.
- B. The Contractor shall only be entitled to an extension of Contract time, if the Contractor can substantiate that the severity of the weather was in excess of the normal inclement weather, and such weather conditions actually delayed the critical path of the Work. Time extensions will not be allowed for weather delays to non-critical path portions of the Work. Approved time extensions for abnormal weather conditions shall be deemed excusable and non-compensable.
- C. No extension of time will be made for abnormal inclement weather after the portions of the Work in progress at the time are enclosed, except for site work. Site work delays at that time will be allowed only if the abnormal weather causes a critical path delay to the Contract Time or milestone date related to that site work. For the purpose of this paragraph, the term enclosed is defined to mean when the Work in an area of a structure or building is sufficiently closed in (portions of exterior walls up and portions of roof in place), so as to permit adequate conditioning of the air to allow the various trades to perform the Work.
- D. The Contractor is responsible for providing any temporary weather enclosures necessary for Work to proceed without weather delays.

1.09 SCHEDULE UPDATES AND SCHEDULE (NETWORK) REVISIONS

- A. During the course of the Work and issuance of the Progress Schedules, updating to reflect actual progress shall not be considered revisions to the Schedule. Such updating shall include revisions to activity durations and certain sequences on a monthly basis. Included in the Progress Schedule updates shall be activities and changes that have already been



reviewed and accepted by Owner such as the effect of accepted Owner changes, the agreed duration of delays caused by acts of God or other conditions or events which have affected the progress of the Work. The Progress Schedules, when formally submitted, shall display current progress, as well as displaying the forecast or projected Work to the end of the Project.

- B. On all Progress Schedule submittals, the Contractor shall submit a printed list of all schedule logic changes along with the reason for each change. This list is an integral part of the Schedule submittal. This list shall be generated from the scheduling software and be the same logic included electronic transmission. Owner shall accept this list as part of its overall Progress Schedule submittal review and acceptance process.
- C. Should the Contractor, after Owner acceptance of the Baseline Schedule and any Progress Schedules, desire to change the logic of its plan of construction, the Contractor shall submit in writing its requested revisions to the Owner's Representative. The request shall include a written narrative of the reasons for the activity and logic changes, a description of the logic for rescheduling the work, and the methods of maintaining adherence to critical and milestone dates. In addition, for changes affecting sequences of the Work, the Contractor shall provide a time-scaled logic diagram that compares the original sequence of work to the requested revised sequence of work. The Contractor shall submit the requested revision in a timely manner such that Owner may review the request submittal the same time frame and manner as required for other schedule submittals. Upon Owner acceptance of the request, the Contractor shall include the revision in the next upcoming Progress Schedule.
- D. Neither the updating or revision of the Contractor's Progress Schedule, nor the submittal, updating, change or revision of any schedule (or schedule document) for the Owner's review and acceptance shall have the effect of amending or modifying, in any way, the Contract Time, any Contract completion date, or Contract milestone dates or of modifying or limiting in any way Contractor's obligations under this Contract.

1.10 TIME IMPACT ANALYSIS FOR CHANGED CONDITIONS

- A. If delays are experienced that the Contractor believes are caused by Owner, the Contractor shall submit a formal written Time Impact Analysis (TIA). The TIA shall define the impact of each change or delay to the current accepted Progress Schedule. The TIA shall include a written narrative of the impact of such delays, and a schedule in time-scaled logic diagram format that depicts how the changed or delayed work affects other activities in the current accepted Progress Schedule.
- B. In addition to the Contractor's presentation of the impact in the TIA, the Contractor shall include in the TIA, a mitigation plan that reduces or eliminates the claimed delay. The mitigation plan shall include specific Owner and Contractor actions as well as the cost to the Contractor to proceed with the mitigation.
- C. In the event that the Contractor requests a Contract time extension, the time impacts to critical path activities in the current accepted Progress Schedule shall be clearly shown on a schedule in time-scaled logic diagram format. Extensions of time will be granted only to the extent that such changes or delays cause the time for the changed activity and related activities to exceed the total float along the affected path of activities at the time of Owner directive to proceed with the change or the actual commencement of the delay included in the TIA.



- D. Schedule float is not for the exclusive use or benefit of either the Contractor or Owner. Neither Owner nor the Contractor “owns” the float. The project or Work “owns” the float. Liability for delay to Contract or milestone dates rests with the party whose action (or inaction) caused the delay beyond the float that was available at the time of the delaying action (or inaction).
- E. Each formal TIA shall be submitted as an integral element of the Contractor's change order proposal.
- F. A copy of Owner accepted TIA will be incorporated in the change order signed by Owner and the Contract Administrator for such change. Any changes to the Schedule will be incorporated into the next update of the Progress Schedule following the Owner's acceptance of the TIA.
- G. The Contractor shall be responsible for all costs associated with the preparation of the TIA and the incorporation of accepted TIA's, or portion of TIA's, in the Progress Schedule.
- H. If agreement is not reached on a TIA, or a portion of a TIA, the Progress Schedule, including any time extensions, shall be revised only to the extent accepted by Owner. For any TIA, or portion of a TIA, that is not accepted by Owner, the Contractor may submit a claim in accordance with the Conditions of the Contract.

1.11 RECOVERY SCHEDULE

- A. Should any conditions exist, such that certain activities shown on the Contractor's Progress Schedule fall behind schedule to the extent that any of the mandatory critical dates or milestone completion dates are at risk of being delayed, the Contractor shall be required, at no cost to Owner, to prepare and submit to the Owner's Representative a supplementary Recovery Schedule. The Recovery Schedule shall be in a form and detail appropriate to the need, to explain and display to the Owner's Representative how the Contractor intends to re-schedule those activities to regain compliance with the last previously accepted Progress Schedule.
- B. After determination by the Owner's Representative of the requirement for a Recovery Schedule, the Contractor shall, within five (5) calendar days, submit to Owner's Representative, the Recovery Schedule. The Recovery Schedule shall represent the Contractor's best judgment as to how the Contractor's work shall be reorganized such that the work may return to the accepted Progress Schedule within the maximum one-month period. The Recovery Schedule shall be prepared at a similar level of detail as the Progress Schedule and shall be based on the accepted Progress Schedule.
- C. The Owner's Representative will have seven (7) calendar days to review the Recovery Schedule submittal. Any revisions that result from the Owners Representative's review shall be resubmitted within three (3) workdays by the Contractor for acceptance by the Contract Administrator. The accepted Recovery Schedule shall then be the Schedule that the Contractor shall use in planning, organizing, directing, coordinating, performing and executing the Work (including all activities of subcontractors, equipment vendors and suppliers) that is included on the Recovery Schedule. All other Work shall proceed per the accepted Progress Schedule.
- D. No later than five (5) calendar days prior to the expiration of the Recovery Schedule, the Owner's Representative and Contractor will meet to determine whether the Contractor has regained compliance with the accepted Progress Schedule. At the direction of the



Owner's Representative, one of the following will occur:

1. If, in the opinion of the Owner's Representative, the Contractor is still behind schedule, the Contractor shall prepare another Recovery Schedule, at the Contractor's expense, to take effect for a maximum of one additional month from the start of the new Recovery Schedule.
2. If, in the opinion of the Owner's Representative, the Contractor has sufficiently regained compliance with the Progress Schedule, the use of the Progress Schedule shall be resumed.

1.12 TIMELINESS OF SCHEDULE DOCUMENT SUBMITTALS

- A. The Schedule (and schedule documents) shall be submitted in a timely manner, as required by this Section. Failure to submit the Schedule and schedule documents on time and in an acceptable format shall result in withholding of payments and other remedies.

1.13 OWNER REVIEW OF SCHEDULE SUBMITTALS

- A. All schedule documents shall be formally submitted and will be reviewed by Owner and returned to the Contractor with the required acceptance or action noted.
- B. In providing review comments on schedule (and schedule document) submittals, and in this section, Contract Administrator may use the word "accepted", "not accepted" or variations thereof in conveying its review comments to the Contractor. At any time, the "accepted" or similar wording is used, such wording shall have no different meaning than similar wording, such as "no exceptions taken."

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. References and standards.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Mock-ups.
- F. Tolerances.
- G. Manufacturers' field services.
- H. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Section 00 6000 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2014.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2013.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2014a.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.
- G. OSSC - Oregon Structural Specialty Code, latest edition.

1.04 SUBMITTALS



- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Consultant's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Consultant and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Conformance with Contract Documents.
 - k. When requested by Consultant, provide interpretation of results.
 - 2. Test report submittals are for Consultant's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Consultant, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Consultant.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.



- F. Manufacturer's Field Reports: Submit reports for Consultant's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- G. Erection Drawings: Submit drawings for Consultant's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
 - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Consultant or Owner.

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Consultant before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Consultant shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.06 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.



- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Consultant before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Consultant will use to judge the Work.
- C. Integrated Exterior Mock-ups: construct integrated exterior mock-up as indicated on Drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mock-up materials as necessary.
- D. Notify Consultant fifteen (15) working days in advance of dates and times when mockups will be constructed.
- E. Provide supervisory personnel who will oversee mock-up construction. Provide workers that will be employed during the construction at Project.
- F. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- G. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- H. Obtain Consultant's approval of mock-ups before starting work, fabrication, or construction.
- I. Accepted mock-ups shall be a comparison standard for the remaining Work.
- J. Where mock-up has been accepted by Consultant and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Consultant.
- K. Where possible salvage and recycle the demolished mock-up materials.



3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Consultant before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION

- A. See individual specification sections and the current building code for testing and inspection required.
- B. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Consultant and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Consultant and Contractor of observed irregularities or non-conformance of Work or products.
 - 5. Perform additional tests and inspections required by Consultant.
 - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.



- b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
- 4. Notify Consultant and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
- 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Consultant.
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price.

3.05 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Consultant 30 days in advance of required observations.
 - 1. Observer subject to approval of Consultant.
 - 2. Observer subject to approval of Owner.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.

END OF SECTION

**SECTION 01 4100
REGULATORY REQUIREMENTS****PART 1 GENERAL****1.01 SUMMARY OF REFERENCE STANDARDS**

- A. Regulatory requirements applicable to this project are the following:
- B. 28 CFR 35 - Nondiscrimination on the Basis of Disability in State and Local Government Services; Final Rule; Department of Justice current edition.
- C. 28 CFR 36 - Nondiscrimination by Public Accommodations and in Commercial Facilities; Final Rule; Department of Justice current edition.
- D. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines current edition.
- E. 49 CFR 37 - Transportation Services for Individuals with Disabilities (ADA) current edition.
- F. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.
- G. FED-STD-795 - Uniform Federal Accessibility Standards (UFAS) 1988.
- H. 29 CFR 1910 - Occupational Safety and Health Standards current edition.
- I. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
- J. ICC (IBC) - International Building Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION - NOT USED****END OF SECTION**



PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary telecommunications services.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.
- G. Project identification sign.
- H. Field offices.

1.02 RELATED REQUIREMENTS

- A. Section 01 5100 - Temporary Utilities.

1.03 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

1.04 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
 - 2. Telephone Land Lines: One line, minimum; one handset per line.
 - a. Cell phone service with voice mail for the project superintendent is an acceptable alternative to a fixed telephone device for this project.
 - 3. Internet Connections: Minimum of one; DSL modem or faster.
 - 4. Email: Account/address reserved for project use.
 - 5. Facsimile Service: Minimum of one dedicated fax machine/printer, with dedicated phone line.
 - a. This service may reside at the Contractor's office for this project if someone in the office can regularly check the device for messages.



- C. Provide a digital camera at the site capable of taking pictures of job conditions and sending.jpg images via e-mail to Owner and Architect.

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.06 BARRIERS

- A. Provide barriers to protect workers on the site and the public against injury.
- B. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- C. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- D. Provide protection for plants designated to remain. Replace damaged plants.
- E. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- F. Traffic Controls: Provide as required to maintain safe working environment for Owner and Contractor personnel using the site.

1.07 TEMPORARY FIRE PROTECTION

- A. Provide and maintain necessary facilities and equipment to safeguard Project against Fire Damage.

1.08 FENCING

- A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.09 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.10 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.



- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

- 1. Maximum flame spread rating of 75 in accordance with ASTM E84.

1.11 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.12 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Designated existing on-site roads may be used for construction traffic.
- F. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- G. Existing parking areas may be used for construction parking.
- H. Do not allow vehicle parking on existing pavement.
- I. Use designated drop off and delivery areas for short term parking only.
- J. Do not use Owner's Parking Lots for overnight vehicle storage.
- K. Designate one parking space for Owner and Architect use.
- L. Repair existing facilities damaged by use, to original condition.
- M. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

1.13 MATERIAL STORAGE SPACE

- A. Maintain within Project Limits in accordance with Architect's and Owner's instructions. Do not block exitways or overload structure.

1.14 WASTE REMOVAL

- A. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.



- B. Encourage the separation of waste materials and sorting and disposal at a local recycling center.
- C. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- D. Provide containers with lids. Remove trash from site periodically.
- E. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- F. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.15 PROJECT IDENTIFICATION

- A. A project sign is not required for this project.
- B. No other signs are allowed without Owner permission except those required by law.

1.16 FIELD OFFICES

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture and storage space for drawings and all project documents.
- B. Provide space for Project meetings, with table and chairs to accommodate 8 persons.
- C. Provide office within 15 days from Notice to Proceed, maintain, and remove prior to Substantial Completion or as agreed by Owner.
- D. Contractor shall provide a field office, minimum 8'x20' for Owners Rep: Weathertight, with lighting, electrical outlets, internet, heating, cooling equipment, and equipped with sturdy furniture and storage space for drawings and all project documents. Provide separate keyed lock.
 - 1. Provide space for Project meetings, with table and chairs to accommodate 8 persons.
 - 2. Provide office within 15 days from Notice to Proceed, maintain, and remove prior to Substantial Completion or as agreed by Owner.
 - 3. Provide Utilities: power and internet.

1.17 VISITOR PERSONAL PROTECTION EQUIPMENT

- A. Provide six sets of Personal Protection Equipment (PPE) for use by official visitors to the project site during construction. Visitor PPE shall include as a minimum, hard hat and protective eye goggles. Provide high visibility garments when moving vehicles are in use on the construction site. Store in Field Office and reserve for use by visitors to the project site.



- B. Maintain in good condition through the course of the project and replace equipment that does not meet personal safety requirements.

1.18 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, and water.

1.02 RELATED REQUIREMENTS

- A. Section 01 5000 - Temporary Facilities and Controls:
 - 1. Temporary telecommunications services for administrative purposes.
 - 2. Temporary sanitary facilities required by law.

1.03 CONSERVATION

- A. It is the Owner's practice to utilize natural resources responsibly. Exercise appropriate energy and water conservation measures at all times.

1.04 TEMPORARY ELECTRICITY

- A. Cost of Labor, Material and Energy: By Contractor.
- B. Provide power service required from utility source.
- C. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.
- D. Provide main service disconnect and over-current protection at convenient location and meter.
- E. Permanent convenience receptacles may be utilized during construction.
- F. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

1.05 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft.
- B. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide and maintain 0.25 watt/sq ft H.I.D. lighting to interior work areas after dark for security purposes.
- D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- E. Maintain lighting and provide routine repairs.
- F. Permanent building lighting may be utilized during construction.



1.06 TEMPORARY HEATING

- A. Cost of of Labor, Material and Energy: By Contractor.
- B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
- C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

1.07 TEMPORARY COOLING

- A. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
- B. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

1.08 TEMPORARY VENTILATION

- A. Existing ventilation equipment may not be used.

1.09 TEMPORARY WATER SERVICE

- A. Cost of Labor, Materials, and Water Used: By Contractor.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
- C. Connect to existing water source.
 - 1. Exercise measures to conserve water.
- D. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 5639
TEMPORARY TREE AND PLANT PROTECTION****PART 1 – GENERAL****1.1 SUMMARY**

- A. General requirements:
 - 1. Preservation, protection, and trimming of existing trees and shrubs, and other vegetation indicated to remain.
 - 2. Protect all trees, shrubs, ground cover and other vegetation existing on the Project site except as indicated to be removed.
 - 3. Meet local jurisdiction requirements for protection of existing trees and vegetation.
 - 4. Provide temporary fencing, barricades and guards as required to protect trees and other plants to remain.
 - 5. Protect all trees from stockpiling, material storage, vehicle parking and driving within the tree drip line or tree protection fence area.
 - 6. Follow the Certified Arborist's recommendations and directions for tree protection.
- B. Definitions:
 - 1. Certified Arborist: Certified by the International Society of Arboriculture (ISA).
 - 2. Tree Protection Zone: Area defined by the drip line of a single designated tree or the outermost perimeter of the combined drip line areas of a designated group of trees. This area may be extended as deemed necessary by the Certified Arborist.

1.2 QUALITY ASSURANCE

- A. The Contractor shall retain a Certified Arborist to monitor work around and within the drip line and root zones of existing trees and plants to ensure that they are protected from construction damage.
- B. The Contractor shall follow the project tree protection & removal plan and Certified Arborist's additional recommendations for the site.
- C. The Certified Arborist shall perform pruning of roots and branches and provide remedial care as necessary during construction.
- D. The Certified Arborist shall attend all pre-construction and pre-demolition meetings. The Contractor and all Subcontractors shall coordinate with the Certified Arborist for all phases of work at or near existing trees and plants to be protected.

PART 2 – PRODUCTS**2.1 MATERIALS**

- A. As indicated and required elsewhere in this Specification Section, and as may be recommended by Certified Arborist.
- B. Protection Fencing: Temporary chain link fence panels, 6' high, with on-grade concrete pier or steel pipe footings as required by the City of Ashland.

PART 3 – EXECUTION**3.1 GENERAL**

- A. Protect all plant growth including root systems of trees and plants from:
 - 1. Dumping of construction materials and refuse.

2. Toxic chemicals and solutions.
3. Ponding of surface water in root zones.
- B. Protect root zones from flooding, erosion, and drying.
- C. Protect all existing plant material to remain against cutting, breaking and skinning of roots and branches, and skinning or bruising of bark.
- D. Do not allow fires under and adjacent to trees or other plants which are to remain.
- E. If required, the Certified Arborist shall perform removal of branches and prune roots from trees and large shrubs that are to remain, to be clear of new construction.
- F. Prune also to restore natural shape of trees and other plants impacted by construction activities.
- G. Cut branches and roots with sharp pruning instruments. Do not break, chop or mutilate.
- H. Water trees and plants to remain as necessary to maintain their health during the course of the work. Maintain a watering schedule and log of watering operations.
- I. Restrict vehicular and foot traffic of all construction crews to prevent compaction of soil over root systems and within tree protection zones.
- J. Erect fencing around all tree protection zones prior to commencement of clearing and demolition work and remove only after all work potentially injurious to trees and other plants is complete. Fencing shall be placed as far from trees as is practical, but in no instance closer than one foot behind required construction limits.
- K. Send written notification to all subcontractors regarding the requirements of this tree and plant protection specification. Prevent dumping of paint, solvents, and other foreign material in protection areas. Route trenching of underground utilities away from root protection zones of trees and plants to remain.

3.2 EXCAVATION AROUND TREES

- A. Excavate within root zone of trees only where indicated and acceptable to the Certified Arborist.
- B. Where trenching for utilities is required within root zones, tunnel under and around roots by hand digging. Do not cut main lateral support roots. Cut smaller roots that interfere with installation of new work using sharp pruning tools. Mark lines on ground prior to excavation. Excavate only after approval of location by Certified Arborist.
- C. Where excavating for new construction is required within root zones of trees, hand excavate to minimize damage to root systems. Use narrow-tined spading fork or air spade to expose roots. Reposition roots in backfill areas whenever possible. If large, main lateral roots are encountered, expose beyond excavation limits as required to re-position roots without breaking.
- D. If roots are encountered within the limits of new construction and the Owner determines that modification of the work is not practical, cut roots in accordance with these specifications approximately 6 inches back from proposed construction.
- E. Do not allow exposed roots to dry out before permanent backfill is placed. Provide temporary earth cover, pack with wet peat moss or 4 layers of wet, untreated burlap and temporarily support and protect from damage until roots are permanently relocated and covered with backfill. Apply water to settle backfill and to eliminate voids and air pockets.
- F. All pruning shall be performed to ANSI A-300 Pruning standards by the Certified Arborist as well as other therapeutic care work performed to National Arborist Association standards.

3.3 GRADING AND FILLING AROUND TREES

- A. Maintain existing grade within root zones of trees unless otherwise indicated or approved by the Owner and Certified Arborist.

- B. Lowering Grades: Where existing grade is above new finish grade shown around trees, under direction of Certified Arborist, carefully hand excavate within root zones to new grade. Cut roots exposed by excavation, as specified, to approximately 3 inches below elevation of new finish grade.
- C. Raising Grades: As approved by the Owner and Certified Arborist.

3.4 AERATION

- A. Perform aeration as determined by the Certified Arborist as required in areas where construction compaction has occurred.

3.5 REPAIR AND REMOVAL OF TREES

- A. Repair trees damaged by construction operations in a manner acceptable to the Owner. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged trees.
- B. Remove dead and damaged trees which are determined by the Certified Arborist to be incapable of restoration.

3.6 IMPROVEMENTS WITHIN TREE PROTECTION ZONES

- A. Miscellaneous equipment such as electrical fixtures, junction boxes, and irrigation valves must be installed with care to avoid cutting roots. Digging must be minimal with excess dirt removed from the tree protection zone: do not cut roots greater than 1 inch in diameter without the approval of the Certified Arborist. Roots greater than 1 inch in diameter exposed during excavation must be cut squarely at the edge of the excavation with a sharp saw or appropriate pruning tool as specified.
- B. Install walkways as close to existing grade as possible, where specific finish grade elevations are not precisely detailed on grading plan, to minimize excavation into the soil where large roots and areas of high root density exist. Backfill roots with loose dirt to the minimum depth necessary to match adjacent existing grade. Place minimum 2 inch thick layer of mulch inside the tree protection zone if directed by the Certified Arborist.

3.7 COMPENSATION TO OWNER FOR TREES

- A. Contractor shall pay the Owner the value of existing trees scheduled to remain that died, or were damaged and removed, because of the Contractor's failure to follow the approved tree protection & removal plan and Certified Arborist's recommendations and directions for tree protection.
- B. Existing tree value shall be determined according to the evaluation formula set forth in "The Council of Tree and Landscape Appraiser's Guide for Plant Appraisal", current edition.
- C. Any wound or damage by construction activities to an existing tree indicated to remain constitutes partial injury. These include, but are not limited to:
 - 1. Any cambium tissue damage.
 - 2. Unauthorized cutting, breaking or removing tree branches.
 - 3. Unauthorized cutting or damaging protected root zones.
 - 4. Soil compaction.
 - 5. Toxic run-off into tree protection areas.
- D. Partial injury will be calculated by percentage, estimated by the Certified Arborist, of the total value of the damaged tree.

END OF SECTION 015639



PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

1.02 REFERENCE STANDARDS

- A. ASTM D4355 - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc Type Apparatus; 2007.
- B. ASTM D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity; 1999a (Reapproved 2014).
- C. ASTM D4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles; 2011.
- D. ASTM D4632/D4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles; 2015a.
- E. ASTM D4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile; 2012.
- F. ASTM D4873 - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples; 2002 (Reapproved 2009).

1.03 PERFORMANCE REQUIREMENTS

- A. Comply with all requirements of state and local jurisdictions for erosion and sedimentation control.
- B. Develop and follow an Erosion and Sedimentation Prevention Plan and submit periodic inspection reports.
- C. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.
 - 1. An erosion control permit is required. The Owner shall apply, pay for, and secure the permit. The contractor shall comply with the construction erosion control permit.
 - 2. Owner will withhold payment to Contractor equivalent to all fines resulting from non-compliance with applicable regulations.



- D. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- E. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
 - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
 - 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- F. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
 - 1. Control movement of sediment and soil from temporary stockpiles of soil.
 - 2. Prevent development of ruts due to equipment and vehicular traffic.
 - 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- G. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
 - 1. Prevent windblown soil from leaving the project site.
 - 2. Prevent tracking of mud onto public roads outside site.
 - 3. Prevent mud and sediment from flowing onto sidewalks and pavements.
 - 4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- H. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
 - 2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.
- I. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.



1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
- J. Open Water: Prevent standing water that could become stagnant.
- K. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

1.04 WORK INCLUDED BUT SPECIFIED ELSEWHERE

- A. Erosion control products and construction work within any jurisdictional right-of-way shall conform to the requirements of that jurisdiction, in addition to the requirements herein and those shown on the private improvement drawings.
- B. Erosion control products and construction work within the any jurisdictional right-of-way shall conform to the requirements of that jurisdiction, 1990 Standard Specifications for Public Works Construction published by the Oregon Chapter of APWA (Amended in 1996) and to the requirements herein and those shown on the private improvement drawings.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Erosion and Sedimentation Control Plan:
 1. Submit within 2 weeks after Notice to Proceed.
 2. Include:
 - a. Site plan identifying soils and vegetation, existing erosion problems, and areas vulnerable to erosion due to topography, soils, vegetation, or drainage.
 - b. Site plan showing grading; new improvements; temporary roads, traffic accesses, and other temporary construction; and proposed preventive measures.
 - c. Where extensive areas of soil will be disturbed, include storm water flow and volume calculations, soil loss predictions, and proposed preventive measures.
 - d. Schedule of temporary preventive measures, in relation to ground disturbing activities.
 - e. Other information required by law.
 - f. Format required by law is acceptable, provided any additional information specified is also included.
 3. Obtain the approval of the Plan by authorities having jurisdiction.
 4. Obtain the approval of the Plan by Owner.



- C. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements, signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.
- D. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Mulch: Use one of the following:
 - 1. Straw or hay.
 - 2. Wood waste, chips, or bark.
 - 3. Erosion control matting or netting.
 - 4. Polyethylene film, where specifically indicated only.
- B. Grass Seed For Temporary Cover: Select a species appropriate to climate, planting season, and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
- C. Bales: Air dry, rectangular straw bales.
 - 1. Cross Section: 14 by 18 inches, minimum.
 - 2. Bindings: Wire or string, around long dimension.
- D. Bale Stakes: One of the following, minimum 3 feet long:
 - 1. Steel U- or T-section, with minimum mass of 1.33 lb per linear foot.
 - 2. Wood, 2 by 2 inches in cross section.
- E. Silt Fence Fabric: Polypropylene geotextile resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; fabric including seams with the following minimum average roll lengths:
 - 1. Average Opening Size: 30 U.S. Std. Sieve, maximum, when tested in accordance with ASTM D4751.
 - 2. Permittivity: 0.05 sec^{-1} , minimum, when tested in accordance with ASTM D4491.
 - 3. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D4355 after 500 hours exposure.
 - 4. Tensile Strength: 100 lb-f, minimum, in cross-machine direction; 124 lb-f, minimum, in machine direction; when tested in accordance with ASTM D4632/D4632M.



5. Elongation: 15 to 30 percent, when tested in accordance with ASTM D4632/D4632M.
 6. Tear Strength: 55 lb-f, minimum, when tested in accordance with ASTM D4533.
 7. Color: Manufacturer's standard, with embedment and fastener lines preprinted.
- F. Silt Fence Posts: One of the following, minimum 5 feet long:
1. Softwood, 4 by 4 inches in cross section.
- G. Gravel: See Section 32 1123 for aggregate.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.02 PREPARATION

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

3.03 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Construction Entrances: Traffic-bearing aggregate surface.
1. Width: As required; 20 feet, minimum.
 2. Length: 50 feet, minimum.
 3. Provide at each construction entrance from public right-of-way and where noted on drawings.
 4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- C. Linear Sediment Barriers: Made of silt fences.
1. Provide linear sediment barriers:
 - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
 2. Space sediment barriers with the following maximum slope length upslope from barrier:
 - a. Slope of Less Than 2 Percent: 100 feet..
 - b. Slope Between 2 and 5 Percent: 75 feet.
 - c. Slope Between 5 and 10 Percent: 50 feet.



- d. Slope Between 10 and 20 Percent: 25 feet.
 - e. Slope Over 20 Percent: 15 feet.
- D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
 - 1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
 - 2. Straw bale row blocking entire inlet face area; anchor into pavement.
- E. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.
- F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
- G. Soil Stockpiles: Protect using one of the following measures:
 - 1. Cover with polyethylene film, secured by placing soil on outer edges.
 - 2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw or hay.
- H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
 - 1. Wood Waste: Use only on slopes 3:1 or flatter; no anchoring required.
- I. Temporary Seeding: Use where temporary vegetated cover is required.

3.04 INSTALLATION

- A. Traffic-Bearing Aggregate Surface:
 - 1. Excavate minimum of 6 inches.
 - 2. Place geotextile fabric full width and length, with minimum 12 inch overlap at joints.
 - 3. Place and compact at least 6 inches of 1.5 to 3.5 inch diameter stone.
- B. Silt Fences:
 - 1. Store and handle fabric in accordance with ASTM D4873.
 - 2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch high barriers with minimum 36 inch long posts spaced at 6 feet maximum, with fabric embedded at least 4 inches in ground.
 - 3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch high barriers, minimum 48 inch long posts spaced at 6 feet maximum, with fabric embedded at least 6 inches in ground.
 - 4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet, use nominal 32 inch high barriers with woven wire



reinforcement and steel posts spaced at 4 feet maximum, with fabric embedded at least 6 inches in ground.

5. Install with top of fabric at nominal height and embedment as specified.
6. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches, with extra post.
7. Fasten fabric to wood posts using one of the following:
 - a. Four nails per post with 3/4 inch diameter flat or button head, 1 inch long, and 14 gage, 0.083 inch shank diameter.
 - b. Five staples per post with at least 17 gage, 0.0453 inch wire, 3/4 inch crown width and 1/2 inch long legs.
8. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches high with post spacing not more than 4 feet.

C. Straw Bale Rows:

1. Install bales in continuous rows with ends butting tightly, with one bale at each end of row turned uphill.
2. Install bales so that bindings are not in contact with the ground.
3. Embed bales at least 4 inches in the ground.
4. Anchor bales with at least two stakes per bale, driven at least 18 inches into the ground; drive first stake in each bale toward the previously placed bale to force bales together.
5. Fill gaps between ends of bales with loose straw wedged tightly.
6. Place soil excavated for trench against bales on the upslope side of the row, compacted.

D. Mulching Over Large Areas:

1. Dry Straw and Hay: Apply 2-1/2 tons per acre; anchor using dull disc harrow or emulsified asphalt applied using same spraying machine at 100 gallons of water per ton of mulch.
2. Wood Waste: Apply 6 to 9 tons per acre.
3. Erosion Control Matting: Comply with manufacturer's instructions.

E. Mulching Over Small and Medium Areas:

1. Dry Straw and Hay: Apply 4 to 6 inches depth.
2. Wood Waste: Apply 2 to 3 inches depth.
3. Erosion Control Matting: Comply with manufacturer's instructions.



F. Temporary Seeding:

1. When hydraulic seeder is used, seedbed preparation is not required.
2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seedbed by scarifying sufficiently to allow seed to lodge and germinate.
3. If temporary mulching was used on planting area but not removed, apply nitrogen fertilizer at 1 pound per 1000 sq ft.
4. On soils of very low fertility, apply 10-10-10 fertilizer at rate of 12 to 16 pounds per 1000 sq ft.
5. Incorporate fertilizer into soil before seeding.
6. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch deep.
7. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.
8. Repeat irrigation as required until grass is established.

3.05 MAINTENANCE

- A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Silt Fences:
 1. Promptly replace fabric that deteriorates unless need for fence has passed.
 2. Remove silt deposits that exceed one-third of the height of the fence.
 3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- D. Straw Bale Rows:
 1. Promptly replace bales that fall apart or otherwise deteriorate unless need has passed.
 2. Remove silt deposits that exceed one-half of the height of the bales.
 3. Repair bale rows that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- E. Clean out temporary sediment control structures weekly and relocate soil on site.
- F. Place sediment in appropriate locations on site; do not remove from site.



3.06 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Architect.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 4000 - Quality Requirements: Product quality monitoring.
- C. Section 01 6023 - Substitution Request Form
- D. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- E. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting packaging and substitutions.

1.03 REFERENCE STANDARDS

- A. GEI (SCH) - GREENGUARD "Children and Schools" Certified Products; GREENGUARD Environmental Institute; current listings at www.greenguard.org.
- B. GreenSeal GS-36 - Commercial Adhesives; Green Seal, Inc.; 2000.
- C. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov

1.04 SUBMITTALS

- A. Proposed Products List: Submit list of major products that comply with the specifications and are proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Subcontract Award Notice.
 - 2. For products specified only by reference standards, list applicable reference standards.



- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.



PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specifies process and time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in that section.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request on Form 01-6023 with complete data substantiating compliance of proposed substitution with Contract Documents. **Include a point by point comparative analysis in matrix form.**
- D. Substitutions
 - 1. Notify Architect when Contractor is aware of materials, equipment, or products that meet the aesthetic and programmatic intent of Contract Documents, but which are more environmentally responsible than materials, equipment, or products specified or indicated in the Contract Documents.
- E. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- F. Substitutions will not be allowed post bid.
- G. Each request for substitution approval shall include:
 - 1. Identity of Product for which substitution is requested; include Specification Section.
 - 2. Identity of substitution; include complete Product description, drawings, photographs, performance and test data, and any other information necessary for evaluation.
 - 3. ~~Identify compliance with any described LEED product requirements.~~
 - 4. Quality comparison of proposed substitution with specified product.
 - 5. Changes in other Work required because of substitution.
 - 6. Effect on construction progress schedule.



7. Cost of proposed substitution compared with specified product.
 8. Any required license fees or royalties.
 9. Availability of maintenance service.
 10. Source of replacement materials.
- H. Architect will be sole judge of acceptability of any proposed substitution.

3.02 SUBSTITUTIONS AFTER CONTRACT AWARD

- A. Approval will be granted only when:
1. Specified Product cannot be delivered without Project delay, or
 2. Specified Product has been discontinued, or
 3. Specified Product has been replaced by superior Product, or
 4. Specified Product cannot be guaranteed as specified, or
 5. Specified Product will not perform properly, or
 6. Specified Product will not fit within designated space, or
 7. Specified Product does not comply with governing codes, or
 8. Substitution will be clearly in Owner's interest.
- B. Architect will issue Change Order authorizing approved substitutions and revising Contract Sum where appropriate.

3.03 CONTRACT COMPLIANCE

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

3.04 OWNER-SUPPLIED PRODUCTS

- A. See Section 01 1000 for identification of Owner-supplied products.
- B. Owner's Responsibilities:
1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 2. Arrange and pay for product delivery to site.
 3. On delivery, inspect products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.



5. Arrange for manufacturers' warranties, inspections, and service.
- C. Contractor's Responsibilities:
1. Review Owner reviewed shop drawings, product data, and samples.
 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 3. Handle, store, install and finish products.
 4. Repair or replace items damaged after receipt.

3.05 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.06 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.



- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION



SUBSTITUTION REQUEST: DATE SUBMITTED _____

1.01 SUBMIT TO: Aaron Lacey, Sr. Project Manager, aaron.lacey@hmkco.org

1.02 PROJECT: ASHLAND HIGH SCHOOL ADA COMMONS

1.03 SPECIFIED ITEM:

- A. SECTION NAME AND NUMBER: _____
- B. PRODUCT TYPE AND NAME AND MODEL: _____
- C. PARAGRAPH AND PRODUCT DESCRIPTION: _____

1.04 PROPOSED SUBSTITUTION:

- A. MANUFACTURER AND MODEL NUMBER(S): _____
- B. PRODUCT DESCRIPTION: _____
- C. Attached data includes product description, specifications, drawings, photographs, performance, test data and **point by point comparative matrix** adequate for evaluation of request including identification of applicable data portions. Attached data also includes description of changes to Contract Documents the proposed substitution requires for proper installation.
- D. It is the responsibility of the requestee to assemble a comparative matrix outlining key elements of proposed substitution.

1.05 UNDERSIGNED CERTIFIES FOLLOWING ITEMS, UNLESS MODIFIED BY ATTACHMENTS, ARE CORRECT:

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

1.06 UNDERSIGNED FURTHER CERTIFIES FUNCTION, APPEARANCE, AND QUALITY OF PROPOSED SUBSTITUTION ARE EQUIVALENT OR SUPERIOR TO SPECIFIED ITEM.

1.07 UNDERSIGNED FURTHER CERTIFIES THAT THE MANUFACTURER OF THE PROPOSED SUBSTITUTION IS AWARE OF THIS SUBSTITUTION REQUEST AND AGREES TO THE STATEMENTS NOTED ABOVE.

1.08 UNDERSIGNED AGREES THAT THE TERMS AND CONDITIONS FOR SUBSTITUTIONS FOUND IN BIDDING DOCUMENTS APPLY TO THIS PROPOSED SUBSTITUTION.



1.09 SUBMITTED BY:

- A. PRINT NAME: _____
SIGNATURE: _____
- B. FIRM NAME: _____
- C. FULL MAILING ADDRESS: _____
City: _____ State: _____ Zip: _____
- D. PHONE: _____ E-MAIL: _____

1.10 FOR USE BY ARCHITECT OR ENGINEER

- A. APPROVED OR APPROVED AS NOTED BY: _____
- B. NOT APPROVED BY: _____
- C. RECEIVED TOO LATE: _____
- D. REMARKS: _____
- E. DATE OF RESPONSE: _____

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirement for installer certification that they did not use any non-compliant products.
- B. VOC restrictions for product categories listed below under "DEFINITIONS."
- C. All products of each category that are installed in the project must comply; Owner's project goals do not allow for partial compliance.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 4000 - Quality Requirements: Procedures for testing and certifications.
- D. Section 01 5721 - Indoor Air Quality Controls: Procedures and testing.
- E. Section 01 6000 - Product Requirements: Fundamental product requirements, substitutions and product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. VOC-Restricted Products: All products of each of the following categories when installed or applied on-site in the building interior:
 - 1. Adhesives, sealants, and sealer coatings.
 - 2. Carpet.
 - 3. Carpet tile.
 - 4. Resilient floor coverings.
 - 5. Paints and coatings.
 - 6. Insulation.
 - 7. Gypsum board.
 - 8. Acoustical ceilings and panels.
 - 9. Cabinet work.
 - 10. Wall coverings.
 - 11. Composite wood and agrifiber products used either alone or as part of another product.
 - 12. Other products when specifically stated in the specifications.
- B. Interior of Building: Anywhere inside the exterior weather barrier.



- C. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- D. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

1.04 REFERENCE STANDARDS

- A. CRI (GLP) - Green Label Plus Testing Program - Certified Products; Carpet and Rug Institute; Current Edition.
- B. GreenSeal GC-03 - Anti-Corrosive Paints; Green Seal, Inc.; 2007
- C. GreenSeal GS-11 - Paints; Green Seal, Inc.; 1993.
- D. GreenSeal GS-36 - Commercial Adhesives; Green Seal, Inc.; 2011.
- E. SCAQMD 1113 - South Coast Air Quality Management District Rule No.1113; current edition; <http://www.aqmd.gov/>
- F. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov
- G. SCS (CPD) - SCS Certified Products; Scientific Certification Systems; current listings at www.scs-certified.com

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Evidence of Compliance: Submit for each different product in each applicable category.
- C. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.
- D. Installer Certifications Regarding Prohibited Content: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of his products, or 2) that such products used comply with these requirements.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. Adhesives and Joint Sealants: Provide only products having volatile organic compound (VOC) content not greater than required by South Coast Air Quality Management District Rule No.1168.



1. Definition: This provision applies to gunnable, trowelable, and liquid-applied adhesives, sealants, and sealant primers used anywhere on the interior of the building inside the weather barrier, including duct sealers and fire stopping.
2. ~~LEED~~: Not Used
3. Certification: Require each installer to certify compliance and submit product data showing product content.
 - a. Evidence of Compliance: Acceptable types of evidence are:
 - 1) Report of laboratory testing performed in accordance with requirements.
 - 2) Published product data showing compliance with requirements.
 - 3) Certification by manufacturer that product complies with requirements.
 - 4) SCAQMD limits for specific product categories:
 - a) Architectural Applications VOC Limit g/L less water
 1. Indoor Carpet Adhesives 50
 2. Carpet Pad Adhesives 50
 3. Outdoor Carpet Adhesives 150
 4. Wood Flooring Adhesive 100
 5. Rubber Floor Adhesives 60
 6. Subfloor Adhesives 50
 7. Ceramic Tile Adhesives 65
 8. VCT and Asphalt Tile Adhesives 50
 9. Dry Wall and Panel Adhesives 50
 10. Cove Base Adhesives 50
 11. Multipurpose Construction Adhesives 70
 12. Structural Glazing Adhesives 100
 13. Single Ply Roof Membrane Adhesives 250
 - b) Specialty Applications VOC Limits g/L less water
 1. PVC Welding 510
 2. CPVC Welding 490
 3. ABS Welding 325



4. Plastic Cement Welding250
5. Adhesive Primer for Plastic 550
6. Computer Diskette Manufacturing350
7. Contact Adhesive 80
8. Special Purpose Contact Adhesive250
9. Tire Retread 100
10. Adhesive Primer for Traffic Marking Tape150
11. Structural Wood Member Adhesive140
12. Sheet Applied Rubber Lining Operations850
13. Top and Trim Adhesive250
- c) Substrate Specific ApplicationsVOC Limit g/L less water
 1. Metal to Metal 30
 2. Plastic Foams 50
 3. Porous Material (except wood) 50
 4. Wood 30
 5. Fiberglass 80
- d) Sealants VOC Limit g/L less water
 1. Architectural 250
 2. Marine Deck 760
 3. Nonmembrane Roof 300
 4. Roadway 250
 5. Single-Ply Roof Membrane 450
 6. Other 420
- e) Sealant Primers VOC Limit g/L less water
 1. Architectural Non Porous250
 2. Architectural Porous775
 3. Modified Bituminous 500
 4. Marine Deck 760



5. Other 750

- C. Aerosol Adhesives: Provide only products having volatile organic compound (VOC) content not greater than required by GreenSeal GS-36.
1. ~~LEED~~: Not Used
 2. Certification: Require each installer to certify compliance and submit product data showing product content.
 - a. Evidence of Compliance: Acceptable types of evidence are:
 - 1) Current GreenSeal Certification.
 - 2) Report of laboratory testing performed in accordance with GreenSeal GS-36 requirements.
 - 3) Published product data showing compliance with requirements.
 3. GreenSeal limits for specific product categories:
 - a. Aerosol Adhesives VOC Weight g/L minus water
 - 1) General purpose mist spray 65% VOCs by weight
 - 2) General purpose web spray 55% VOCs by weight
 - 3) Special purpose aerosol adhesives (all types) 70% VOCs by weight
- D. Paints and Coatings:
1. Definition: This provision applies to paints and coatings used anywhere on the interior of the building inside the weather barrier, including all primers and sealers.
 2. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. Architectural Paints and Coatings: Do not exceed VOC content limits established in GreenSeal GS-11.
 - b. Anti-Corrosive and Anti-Rust Paints: Do not exceed VOC content limits established in GreenSeal GS-03.
 - c. Clear Wood Finishes, Floor Coatings, Stains, Primers and Shellacs: Do not exceed the VOC content limits established in SCAQMD Rule No. 1113.
 3. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
 4. This provision is applicable to LEED Credit EQ 4.1; submit LEED Prohibited Content Installer Certification Forms and all support material per section 01 35 16.07.



5. Certification: Require each installer to certify compliance and submit product data showing product content.
 - a. Evidence of Compliance: Acceptable types of evidence are:
 - 1) Report of laboratory testing performed in accordance with requirements.
 - 2) Published product data showing compliance with requirements.
6. Limits for specific product categories:
 - a. Architectural paints, coatings and primers applied to interior walls and ceilings per GreenSeal GS-11
 - 1) Flats: 50 g/L
 - 2) Non-Flats: 150 g/L
 - 3) Primers 50 g/L
 - b. Interior Anti-Corrosive and Anti-rust paints, coatings and primers per GreenSeal GS-03, Anti-Corrosive Paints
 - 1) 250 g/L
 - c. All other coatings, paints and sealers per SCAQMD Rule #1113, Architectural Coatings
 - 1) Coating CategoryVOC Limit g/L
 - (a) Bond Breakers 350
 - (b) Clear Wood Finishes275
 - (c) Varnish275
 - (d) Sanding Sealers275
 - (e) Lacquer275
 - (f) Clear Brushing Lacquer275
 - (g) Concrete-Curing Compounds100
 - (h) Concrete-Curing Compounds For Roadways and Bridges350
 - (i) Dry-Fog Coatings150
 - (j) Fire-Proofing Exterior Coatings350
 - (k) Fire-Retardant Coatings Clear 650
 - (l) Fire-Retardant Coatings Pigmented 350



- (m) Flats50
- (n) Floor Coatings50
- (o) Graphic Arts (Sign) Coatings 500
- (p) Industrial Maintenance (IM) Coatings100
- (q) High Temperature IM Coatings 420
- (r) Zinc-Rich IM Primers100
- (s) Japans/Faux Finishing Coatings350
- (t) Magnesite Cement Coatings450
- (u) Mastic Coatings300
- (v) Metallic Pigmented Coatings500
- (w) Multi-Color Coatings250
- (x) Nonflat Coatings50
- (y) Nonflat High Gloss50
- (z) Pigmented Lacquer 275
- (aa) Pre-Treatment Wash Primers420
- (ab) Primers, Sealers, and Undercoaters100
- (ac) Quick-Dry Enamels 50
- (ad) Quick-Dry Primers, Sealers, and Undercoaters100
- (ae) Recycled Coatings250
- (af) Roof Coatings50
- (ag) Roof Coatings, Aluminum100
- (ah) Roof Primers, Bituminous350
- (ai) Rust Preventative Coatings100
- (aj) Shellac Clear 730
- (ak) Shellac Pigmented 550
- (al) Specialty Primers100
- (am) Stains100
- (an) Stains, Interior 250



- (ao) Swimming Pool Coatings Repair 340
 - (ap) Swimming Pool Coatings Other 340
 - (aq) Traffic Coatings 100
 - (ar) Waterproofing Sealers 100
 - (as) Waterproofing Concrete/Masonry Sealers 100
 - (at) Wood Preservatives Below-Ground 350
 - (au) Wood Preservatives- Other 350
 - (av) Low-Solids Coating 120
- E. Carpet and Adhesive: Provide products having VOC content not greater than that required for CRI Green Label Plus certification.
- 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current Green Label Plus Certification.
 - b. Report of laboratory testing performed in accordance with requirements.
- F. Carpet Tile and Adhesive: Provide products having VOC content not greater than that required for CRI Green Label Plus certification.
- 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current Green Label Plus Certification.
 - b. Report of laboratory testing performed in accordance with requirements.
- G. Composite Wood and Agrifiber Products and Adhesives Used for Laminating Them: Provide products having no added urea-formaldehyde resins.
- 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current SCS "No Added Urea Formaldehyde" certification; www.scs-certified.com.
 - b. Published product data showing compliance with requirements.
- H. Other Product Categories: Comply with limitations specified elsewhere.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.



- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Requirements for forming openings in existing construction for all work including mechanical and electrical work.
- D. Pre-installation meetings.
- E. Cutting and patching.
- F. Surveying for laying out the work.
- G. Cleaning and protection.
- H. Starting of systems and equipment.
- I. Demonstration and instruction of Owner personnel.
- J. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- K. General requirements for maintenance service.
- L. Substantial completion
- M. Final Completion
- N. Additional fees for delays in completing work

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.
- F. Section 01 5100 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.
- G. Section 01 7419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- H. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.



1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.
 - e. Effect on work of Owner or separate Contractor.
 - f. Written permission of affected separate Contractor.
 - g. Date and time work will be executed.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

- A. For survey work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.



1.06 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
- F. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- G. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
 - 2. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
 - 3. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.
- H. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.07 COORDINATION



- A. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate occupancy requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.08 CONTRACTOR'S FULL TIME SUPERVISION OF THE WORK

- A. Contractor shall provide an on-site project superintendent to be present full time whenever work is occurring on site.
- B. Contractor's Superintendent shall maintain a Daily Log of work activities at the site during construction.
 - 1. Submit copies of the Daily Logs to the Owner on a weekly basis.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.



PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect seven days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.



- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. The stability and integrity of the existing structure during demolition and selective demolition shall be maintained at levels generally acceptable within the construction industry by the use of temporary bracing, shoring, and underpinning until the proposed structure modifications are completed. In no case shall the existing structure be allowed to become unsafe during construction.
- B. The design, installation, and removal of shoring and bracing systems required to provide temporary support of the existing structure during construction shall be the responsibility of the Contractor and shall be designed to support the dead, live, soil, earthquake, and wind loads that may be imposed on the structure during construction in accordance with industry standards and generally accepted engineering principals. Provide the services of a registered professional engineer to design these systems when required by Oregon State Statute and the building code.



- C. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- D. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
 - 2. Provide appropriate temporary signage including signage for exit or building egress.
- E. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- F. Comply with regulatory requirements for Alteration Work:
 - 1. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection.
 - 2. Obtain required permits from authorities.
 - 3. Do not close or obstruct egress from any building exit or site exit.
 - 4. Do not disable or disrupt building fire or life safety systems without 3 days' prior written notice to Owner.
 - 5. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered. Stop all work in the area and notify the Owner's representative.
 - a. Owner will provide verification, abatement, and removal as required to complete the Work.
- G. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.



3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible
- H. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
1. Notify affected utility companies before starting work and comply with their requirements.
 2. Mark location and termination of utilities.
 3. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 4. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by the Owner. Provide temporary services during interruption of existing utilities, as acceptable to the Owner
 5. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 6. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 7. Verify that abandoned services serve only abandoned facilities.
 8. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- I. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Cover finish floors to remain.



- 5. Use only rubber tired vehicles for conveying materials in building.
- J. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
 - 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 - 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
 - 4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- K. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- L. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- M. Clean existing systems and equipment.
- N. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- O. Clean remaining structure, equipment and facilities of all dirt, dust, and debris caused by demolition work. Return areas to conditions existing prior to the start of the work.
- P. Do not begin new construction in alterations areas before demolition is complete.
- Q. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.



3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Sawcutting:
1. Employ experienced sawcutting contractor to make all holes, or slab and pavement cutting shown in drawings for architectural, structural, mechanical and electrical work.
 2. Do not use water saws in occupied areas, unless otherwise approved.
 3. Cut openings square and plumb with sharp edges. Minimize overcutting at corners.
 4. Verify location of existing utilities in work area and make proper precautions to protect, disconnect and relocate, or terminate services as directed.
- K. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.



- L. Maintain adequate Temporary Support necessary to assure structural integrity of affected Work.
- M. Protect other portions of Project Work against damage and discoloration.
- N. Protect Work exposed by cutting against damage and discoloration.
- O. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- P. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.
- Q. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.



3.10 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.



- B. Testing, adjusting, and balancing HVAC systems: See Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.

3.13 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean interior floors in accordance with flooring manufacturer instructions.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

3.15 SUBSTANTIAL COMPLETION

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- B. Complete all required maintenance work prior to the date of substantial completion.
- C. When Contractor considers Work substantially complete, as defined in General Conditions, submit to the Architect:



1. Written notice that Work, or designated portion thereof, is substantially complete.
 2. List of Items to be completed or corrected.
 3. Copy of Final or Temporary Occupancy Permit.
- D. Architect will, as soon as possible thereafter, make an observation visit to the site to determine completion status.
- E. Should Architect determine that Work is not substantially complete:
1. Architect will promptly notify Contractor in writing, giving reasons therefore.
 2. Contractor shall remedy Work deficiencies, and send second notice of substantial completion to Architect.
 3. Architect will review the corrected work.
- F. When Architect concurs that Work is substantially complete, Architect will:
1. Prepare Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by Architect.
 2. Submit Certificate to Owner and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.
- G. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- H. Notify Architect when work is considered finally complete.
- I. Complete items of work determined by Architect's final inspection.
- J. See: ***General Conditions of the Contract for Construction*** for additional requirements.

3.16 FINAL ACCEPTANCE

- A. When Contractor considers Work complete, submit written certification that:
1. Contract Documents have been reviewed.
 2. Contractor has inspected Work for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and Systems have been tested in presence of Owner's Representative and are operational.
 5. Work is complete and ready for final inspection.
- B. Architect will, as soon as possible thereafter, make an observation visit to the site to determine completion status.
- C. Should Architect consider Work incomplete or defective:



1. Architect will promptly notify Contractor in writing, listing incomplete or defective Work.
 2. Contractor shall immediately remedy deficiencies, and send second written certification to Architect that Work is complete.
 3. Architect will review the corrected Work.
- D. When Architect finds Work acceptable under Contract Documents, Architect will request Contractor to make closeout submittals.
- E. See: ***General Conditions of the Contract for Construction*** for additional requirements.

3.17 ADDITIONAL FEES FOR DELAYS IN COMPLETING THE WORK

- A. Architect will make 2 visits to the project site, one at Substantial Completion and one at Final Completion.
- B. Should Architect be required to make more than the stated 2 final site visits due to Contractor's failure to correct specified deficiencies:
1. Owner will compensate Architect for additional services.
 2. Owner will deduct Architect's compensation amount from Contractor's final payment as follows:
 - a. Principal's time at their contracted hourly rate.
 - b. Employees' time at their contracted hourly rate.
 - c. Consultant employees and Others at 1.1 times the direct cost incurred.
 - d. Charges will be made for necessary travel time, commercial air fare, auto expense computed at current allowable IRS mileage rate, room and board, and all other expenses incurred in making inspections.

END OF SECTION



PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood: May be used as blocking or furring.
 - 5. Land clearing debris, including brush, branches, logs, and stumps; see Section 31 1000 - Site Clearing for use options.
 - 6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 7. Fluorescent lamps (light bulbs).
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- G. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
 - 5. Incineration, either on- or off-site.
 - 6. Use of Owner's trash receptacles.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local



requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01 7000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.



- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Submit Waste Management Plan within 10 calendar days after receipt of Notice of Award of Bid, or prior to any trash or waste removal, whichever occurs sooner; submit projection of all trash and waste that will require disposal and alternatives to landfilling.
- C. Waste Management Plan: Include the following information:
 - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
 - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
- D. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 - 2. Submit Report on a form acceptable to Owner.
 - 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 4. Recycled and Salvaged Materials: Include the following information for each:



- a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
5. Material Reused on Project: Include the following information for each:
- a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
6. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Spill Response Planning - Establish spill prevention and cleanup procedures. Identify all potential spill areas and develop procedures for avoiding and responding to spills should they occur.
- C. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- D. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- E. Meetings: Discuss trash/waste management goals and issues at project meetings.
 1. Pre-bid meeting.
 2. Pre-construction meeting.
 3. Regular job-site meetings.



- F. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. If an enclosed area is not provided, clearly lay out and label a specific area on-site.
 - 4. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- G. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- H. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- I. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- J. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. **Section 00 6000 General Conditions of Construction Contract** for additional requirements.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Substantial Completion will not commence before the Operations and Maintenance Manuals, Warranties, and the Record Drawings are submitted in accordance with Section 01 7000.
- B. Project Record Documents: Submit documents to Consultant Prior to Substantial Completion.
- C. Operation and Maintenance Data:
 - 1. Submit one paper copy of preliminary draft or proposed formats and outlines of contents before start of Work. Consultant will review draft and return the one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 30 days prior to scheduled date of substantial completion.. This copy will be reviewed and returned, with Consultant comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit three digital copy in PDF file format on CD or DVD discs, and three paper sets of revised final documents in final form prior to date of Substantial Completion.
 - 5. Either the draft copy or the final copy of the O&M manuals must be on the project site during any of the operator training scheduled for the project.
- D. Warranties and Bonds:



1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
4. Submit three digital copies in PDF file format on CD or DVD discs, and [three] paper sets of final documents prior to date of Substantial Completion.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
- B. Maintenance of documents and samples.
 1. Store in Contractor's Field Office apart from Documents used for Construction.
 2. Provide Files, Shelving and Cabinets necessary to safely and securely store Documents and Samples.
 3. Maintain Documents in a clean, dry, legible, and good order.
 4. Do not use Record Documents for Construction Purposes.
 5. Make Documents available at all time for Consultant's inspection
- C. Ensure entries are complete and accurate, enabling future reference by Owner.
- D. Store record documents separate from documents used for construction.
- E. Record information concurrent with construction progress.
- F. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.



2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- G. Record Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

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

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.



- F. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. In addition to requirements called for in other sections of this manual, provide the following:
- B. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- D. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- E. Include color coded wiring diagrams as installed.
- F. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- G. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- H. Provide servicing and lubrication schedule, and list of lubricants required.
- I. Include manufacturer's printed operation and maintenance instructions.
- J. Include sequence of operation by controls manufacturer.
- K. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- L. Provide control diagrams by controls manufacturer as installed.
- M. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- N. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- O. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- P. Include test and balancing reports.



3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Digital O&M Manuals: In addition to binders described below, prepare manuals as PDF documents organized similar to the printed manuals. Copy to one or more properly labeled CD or DVD discs.
 - 1. Searchable PDF files are preferred when possible. Table of Contents and any divider pages in these PDF files must be searchable.
 - 2. Digital copies of O&M Manuals must be organized by section.
- F. Paper & 3 Ring Binder O&M Manuals: Binders to be Wilson Jones #344 Series of equivalent, as approved by the Owner. Minimum ring size 1". When multiple binders are used, correlate data into related consistent groupings. Do not overfill binders.
- G. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- H. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Consultant, Consultants, Contractor and subcontractors, with names of responsible parties.
- I. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- J. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- K. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- L. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- M. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.



- a. Source data.
- b. Operation and maintenance data.
- c. Field quality control data.
- d. Original warranties and bonds.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and when required have been are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Binders to be Wilson Jones #344 Series of equivalent, as approved by the Owner. Minimum ring size 1". Do not overfill binders.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

3.07 EVIDENCE OF PAYMENTS & RELEASE OF LIENS

- A. Contractor shall submit the following:
 - 1. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G-706 or equivalent form.
 - 2. Contractor's Affidavit of Release of Liens, AIA Document G-706A or equivalent form, including the following:
 - a. Consent of Contractor's Surety to Final Payment, AIA Document G-707, or equivalent form.
 - b. Contractor's Release or Waiver of Liens.



- c. Separate releases or waivers of lien for Subcontractors, Suppliers, and others with lien rights against Owner's Property, together with list of those parties.

3. Duly sign and execute all Submittals, before delivery to Consultant.

3.08 CONTRACTOR'S CLOSEOUT SUBMITTALS TO CONSULTANT

- A. Wage Certification: Section 00 7343 and 01 2000.
- B. Building Official's Certificate of Mechanical & Electrical Inspections.
- C. Building Official's Certificate of Occupancy.

3.09 SPARE PART & MAINTENANCE MATERIAL SUBMITTALS TO OWNER

- A. All spare parts and extra material are to be delivered to the owner prior to the date of substantial completion. Provide written confirmation of delivery, noting quantity and description as well as storage location. Obtain written acceptance from Owner for receipt of stored items.
- B. Specific Requirements: See Specifications Sections.
- C. Products: Identical to those included in Project Work.
- D. Storage Location: Where directed by Owner.
- E. Required Submittals: See Specification Sections.

3.10 FINAL ADJUSTMENT OF ACCOUNTS

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



3.11 FINAL APPLICATION FOR PAYMENT

- A. Follow procedures specified in Section 01 2000.

END OF SECTION



PART 1 GENERAL

1.01 SUMMARY

- A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
 - 1. All software-operated systems
 - 2. HVAC systems and equipment
 - 3. Plumbing equipment
 - 4. Electrical systems and equipment
 - 5. Conveying systems
 - 6. Landscape irrigation
 - 7. Items specified in individual product Sections

1.02 RELATED REQUIREMENTS

- A. Section 01 7800 - Closeout Submittals: Operation and maintenance manuals
- B. Section 01 9113 - General Commissioning Requirements: Additional requirements applicable to demonstration and training
- C. Other Specification Sections: Additional requirements for demonstration and training

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures; except:
 - 1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority
 - 2. Submit one copy to the Commissioning Authority, not to be returned
 - 3. Make commissioning submittals on time schedule specified by Commissioning Authority
 - 4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of overall Training Plan; submit in editable electronic format
- B. Draft Training Plans: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
 - 1. Submit to Commissioning Authority for review and inclusion in overall training plan.
 - 2. Submit not less than four weeks prior to start of training.
 - 3. Revise and resubmit until acceptable.
 - 4. Provide an overall schedule showing all training sessions.
 - 5. Include at least the following for each training session:



- a. Identification, date, time, and duration.
 - b. Description of products and/or systems to be covered.
 - c. Name of firm and person conducting training; include qualifications.
 - d. Intended audience, such as job description.
 - e. Objectives of training and suggested methods of ensuring adequate training.
 - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
 - g. Media to be used, such as slides, hand-outs, etc.
 - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
1. Include applicable portion of O&M manuals.
 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
 3. Provide one extra copy of each training manual to be included with operation and maintenance data.
- D. Training Reports:
1. Identification of each training session, date, time, and duration.
 2. Sign-in sheet showing names and job titles of attendees.
 3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
 4. Include Commissioning Authority's formal acceptance of training session.
- E. Video Recordings: Submit digital video recording of each demonstration and training session for Owner's subsequent use.
1. Format: DVD Disc.
 2. Label each disc and container with session identification and date.

1.04 QUALITY ASSURANCE

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



PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

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

3.02 TRAINING - GENERAL

- A. Commissioning Authority will prepare the Training Plan based on draft plans submitted.
- B. Conduct training on-site unless otherwise indicated.
- C. Owner will provide classroom and seating at no cost to Contractor.
- D. Do not start training until Functional Testing is complete, unless otherwise specified or approved by the Commissioning Authority.
- E. Provide training in minimum two hour segments.
- F. The Commissioning Authority is responsible for determining that the training was satisfactorily completed and will provide approval forms.
- G. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- H. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
 - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
 - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.



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

END OF SECTION

**SECTION 02 4100
DEMOLITION****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Selective demolition of built site elements.
- B. Selective demolition of building elements for alteration purposes.
- C. Abandonment and removal of existing utilities and utility structures.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- C. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 01 5713 - Temporary Erosion and Sediment Control.
- E. Section 01 6000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- F. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- G. Section 01 7419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- H. Section 07 0150.19 - Preparation for Re-Roofing: Removal of existing roofing, roof insulation, flashing, trim, and accessories.
- I. Section 31 2323 - Fill: Fill material for filling holes, pits, and excavations generated as a result of removal operations.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction Current Edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2019.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Site Plan: Showing:
 - 1. Vegetation to be protected.
 - 2. Areas for temporary construction and field offices.
 - 3. Areas for temporary and permanent placement of removed materials.
- C. Demolition Plan: Showing:
 - 1. Extent of demolition.
 - 2. Removal sequence.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Fill Material: As specified in Section 31 2323 - Fill.

PART 3 EXECUTION**3.01 SCOPE**

- A. Remove the selected building elements as indicated on drawings.
- B. Remove paving and curbs as required to accomplish new work.
- C. Remove other items indicated, for salvage and relocation.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with other requirements specified in Section 01 7000.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 6. Do not close or obstruct roadways or sidewalks without permit.
 - 7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Do not begin removal until built elements to be salvaged or relocated have been removed.
- E. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- F. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- G. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- H. Perform demolition in a manner that maximizes salvage and recycling of materials.
 - 1. Comply with requirements of Section 01 7419 - Waste Management.
 - 2. Dismantle existing construction and separate materials.
 - 3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.
- I. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.

- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
- E. Services (Including but not limited to HVAC, Plumbing, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. See Section 01 1000 for other limitations on outages and required notifications.
 - 4. Verify that abandoned services serve only abandoned facilities before removal.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment as indicated on drawings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- F. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; comply with requirements of Section 01 7419 - Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

**SECTION 03 3000
CAST-IN-PLACE CONCRETE****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Concrete formwork.
- B. Concrete curing.

1.02 RELATED REQUIREMENTS

- A. Section 07 9200 - Joint Sealants: Products and installation for sealants and joint fillers for saw cut joints and isolation joints in slabs.

1.03 REFERENCE STANDARDS

- A. ACI 117 - Specification for Tolerances for Concrete Construction and Materials 2010 (Reapproved 2015).
- B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete 1991 (Reapproved 2009).
- C. ACI 301 - Specifications for Concrete Construction 2020.
- D. ACI 302.1R - Guide to Concrete Floor and Slab Construction 2015.
- E. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete 2000 (Reapproved 2009).
- F. ACI 305R - Guide to Hot Weather Concreting 2020.
- G. ACI 306R - Guide to Cold Weather Concreting 2016.
- H. ACI 308R - Guide to External Curing of Concrete 2016.
- I. ACI 318 - Building Code Requirements for Structural Concrete 2019, with Errata (2021).
- J. ACI 347R - Guide to Formwork for Concrete 2014, with Errata (2017).
- K. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement 2020.
- L. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete 2018a.
- M. ASTM C33/C33M - Standard Specification for Concrete Aggregates 2018.
- N. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete 2021b.
- O. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens) 2021.
- P. ASTM C150/C150M - Standard Specification for Portland Cement 2021.
- Q. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing 2017.
- R. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete 2018.
- S. ASTM E1155 - Standard Test Method for Determining FF Floor Flatness and FL Floor Levelness Numbers 2020.
- T. ASTM E1643 - Standard Practice for Selection, Design, Installation and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs 2018a.
- U. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs 2017.

1.04 SUBMITTALS

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

- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
- C. Mix Design: Submit proposed concrete mix design.
- D. Samples: Submit samples of underslab vapor retarder to be used.
- E. Test Reports: Submit report for each test or series of tests specified.
- F. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.

1.05 QUALITY ASSURANCE

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

PART 2 PRODUCTS**2.01 FORMWORK**

- A. Formwork Design and Construction: Comply with guidelines of ACI 347R to provide formwork that will produce concrete complying with tolerances of ACI 117.
- B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Form Facing for Exposed Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance.
 - 2. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches (38 mm) of concrete surface.

2.02 REINFORCEMENT MATERIALS

- A. Reinforcing Steel: Per Structural Engineering Design

2.03 ADMIXTURES

- A. Per Structural Engineering Design

2.04 ACCESSORY MATERIALS

- A. Underslab Vapor Retarder: As specified in Section 03 0516

2.05 CURING MATERIALS

- A. Per Structural Engineering Design

2.06 CONCRETE MIX DESIGN

- A. Per Structural Engineering Design
- B. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended or required by manufacturer.

2.07 MIXING

- A. Per Structural Engineering Design

PART 3 EXECUTION**3.01 PREPARATION**

- A. Formwork: Per Structural Engineering Design
- B. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade. Comply with ASTM E1643. Lap joints minimum 6 inches (150 mm). Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.

3.02 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

- A. Per Structural Engineering Design

3.03 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.

3.04 CONCRETE FINISHING

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

3.05 CURING AND PROTECTION

- A. Per Structural Engineering Design

3.06 FIELD QUALITY CONTROL

- A. Per Structural Engineering Design

END OF SECTION

**SECTION 05 5000
METAL FABRICATIONS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Steel tube reinforcement for low partitions.
- B. Steel framing and supports for application where framing and supports are not specified in other sections.
- C. Metal Bollards.
- D. Ledge and shelf angles.
- E. Loose bearing and leveling plates for applications where they are not specified in other sections.
- F. Miscellaneous steel trim including steel angles and steel edgings.
- G. Products furnished, but not installed, under this Section including the following:
 - 1. Loose steel lintels.
 - 2. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete.
 - 3. Steel weld plates and angles for casting into concrete for applications where they are not specified in other sections.
- H. Downspout boots.

1.02 RELATED REQUIREMENTS

- A. Section 05 5100 - Metal Stairs.
- B. Section 05 5213 - Pipe and Tube Railings.
- C. Section 09 9113 - Exterior Painting: Paint finish.
- D. Section 32 3300 - Site Furnishings: Steel pipe bollards to match other site furnishings.

1.03 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- B. ASTM A48/A48M - Standard Specification for Gray Iron Castings 2003 (Reapproved 2021).
- C. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2020.
- D. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- E. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- F. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications 2020a.
- G. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates 2018.
- H. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength 2021.
- I. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes 2021a.
- J. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing 2021.
- K. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.

- L. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2018a.
- M. ASTM B210/B210M - Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes 2019a.
- N. ASTM B211/B211M - Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire 2019.
- O. ASTM B26/B26M - Standard Specification for Aluminum-Alloy Sand Castings 2018, with Editorial Revision.
- P. ASTM B85/B85M - Standard Specification for Aluminum-Alloy Die Castings 2018, with Editorial Revision.
- Q. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2014.
- R. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric) 2014.
- S. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2021.
- T. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength 2021.
- U. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020, with Errata (2021).
- V. AWS D1.2/D1.2M - Structural Welding Code - Aluminum 2014, with Errata (2020).
- W. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer 2004.
- X. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic) 2019.
- Y. SSPC-SP 2 - Hand Tool Cleaning 2018.

1.04 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of metal fabrications that are anchored to or that receive other work. 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 time for installation.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide for the following:
 - 1. Painted products.
- C. Shop Drawings: Furnish fabrication and installation details. Include plans, elevations, sections, and details of the metal fabrication and their connections, anchorages, and any accessory items. Provide shop drawings for the following:
 - 1. Steel tube reinforcement for low partitions.
 - 2. Steel framing and supports for application where framing and supports are not specified in other sections.
 - 3. Miscellaneous steel trim including steel angles and steel edgings.
 - 4. Metal bollards
- D. Mill Certificates: Signed by stainless-steel manufacturers, certifying that products furnished comply with requirements.

- E. Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.
- F. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- G. Research / Evaluation Reports: For post-installed anchors, from ICC-ES.

1.06 FIELD MEASUREMENTS

- A. Verify actual locations of wall s and other construction contiguous with metal fabrications by field measurements before fabrication.

1.07 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M - Structural Welding Code - Steel.
 - 2. AWS D1.2/D1.2M - Structural Welding Code - Aluminum.
 - 3. AWS D1.6/D1.6M - Structural Welding Code - Stainless Steel.

PART 2 PRODUCTS

2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- C. Plates: ASTM A283/A283M.
- D. Pipe: ASTM A53/A53M, Grade B Schedule 40, black finish.
- E. Slotted Channel Framing: ASTM A653/A653M, Grade 33.
- F. Slotted Channel Fittings: ASTM A1011/A1011M.
- G. Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- H. Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, plain.
- I. Anchor Bolts: Grade 36, of dimensions indicated; with nuts, ASTM A563/ASTM A563M; and where indicated ASTM F1554, flat washers.
 - 1. Hot-dip galvanize or provide mechanically deposited, zinc coating where items being fastened is indicated to be galvanized.
- J. Anchors: Capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E488/E488M, conducted by a qualified independent testing agency.
 - 1. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous casting, either ASTM A47/A47M malleable iron or ASTM A27/A27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F2329.
 - 2. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.
 - a. Material for interior locations: Carbon-steel components zinc plated to comply with ASTM B633 or ASTM F1941, Class Fe/Zn 5, unless otherwise indicated.
 - b. Material for exterior locations and wherever Stainless Steel is indicated: Alloy Group 2 (A4) stainless-steel bolts, ASTM F593 (ASTM F738M), and nuts, ASTM F594 (ASTM F836M).
- K. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- L. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.02 MISCELLANEOUS MATERIALS

- A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, non-gaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by

manufacturer for interior and exterior applications.

2.03 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- B. Fabricate items with joints tightly fitted and secured.
- C. Fabricate seams and other connections that are exposed to weather in the manner to exclude water. Provide weep holes where water may accumulate.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Philips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- F. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- G. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing.
- H. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
- I. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6 inch embedment and 2 inch hook; not less than 8 inches from ends and corners of units and 24 inches on center, unless indicated otherwise.

2.04 FABRICATED ITEMS

- A. Bollards: Schedule steel pipe as indicated on drawings, concrete filled, crowned cap (1/4 inch thick steel plate); prime paint finish.
- B. Ledge Angles, Shelf Angles, Channels, and Plates Not Attached to Structural Framing: For support of metal decking; prime paint finish.
- C. Lintels: As detailed; prime paint finish.
- D. Slotted Channel Framing: Fabricate channels and fittings from structural steel complying with the referenced standards; factory-applied, rust-inhibiting thermoset acrylic enamel finish.

2.05 DOWNSPOUT BOOTS

- A. Downspout Boots: Smooth interior without boxed corners or choke points; include integral lug slots, integral cleanout, cleanout cover, and tamper proof fasteners.
 - 1. Configuration: Angular.
 - 2. Material: Cast iron; ASTM A48/A48M; casting thickness 3/8 inch (9.5 mm), minimum.

2.06 FINISHES - STEEL

- A. Prime paint steel items.
 - 1. Exceptions: Galvanize items to be embedded in concrete and items to be embedded in masonry.
- B. Prepare surfaces to be primed in accordance with SSPC-SP2.
- C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.

- D. Prime Painting: One coat.
- E. Galvanizing of Structural Steel Members: Galvanize after fabrication to ASTM A123/A123M requirements. Provide minimum 1.7 oz/sq ft galvanized coating. (Provide minimum 530 g/sq m galvanized coating.)
- F. Galvanizing of Non-structural Items: Galvanize after fabrication to ASTM A123/A123M requirements.

2.07 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch (3 mm) maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch (1.5 mm).
- C. Maximum Misalignment of Adjacent Members: 1/16 inch (1.5 mm).
- D. Maximum Bow: 1/8 inch (3 mm) in 48 inches (1.2 m).
- E. Maximum Deviation From Plane: 1/16 inch (1.5 mm) in 48 inches (1.2 m).

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components as indicated on drawings.
- D. Perform field welding in accordance with AWS D1.1/D1.1M.
- E. Obtain approval prior to site cutting or making adjustments not scheduled.
- F. After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION

**SECTION 05 5100
METAL STAIRS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Stairs with metal treads.
- B. Stairs with grating treads.
- C. Prefabricated stairs.
- D. Structural steel stair framing and supports.
- E. Handrails and guards.
- F. Prefabricated stair treads and nosings.

1.02 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete: Placement of metal anchors in concrete.
- B. Section 05 5000 - Metal Fabrications.
- C. Section 05 5213 - Pipe and Tube Railings: Metal handrails for the stairs specified in this section.
- D. Section 09 9113 - Exterior Painting: Paint finish.

1.03 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.
- B. AISC 201 - AISC Certification Program for Structural Steel Fabricators, Standard for Steel Building Structures 2006.
- C. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- D. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2020.
- E. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- F. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- G. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength 2021.
- H. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes 2021a.
- I. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing 2021.
- J. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- K. ASTM A786/A786M - Standard Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength Low-Alloy, and Alloy Steel Floor Plates 2015 (Reapproved 2021).
- L. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2018a.
- M. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength 2021.
- N. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2020.

- O. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020, with Errata (2021).
- P. NAAMM AMP 510 - Metal Stairs Manual 1992.
- Q. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic) 2019.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's data sheets on each product.
- C. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories.
 - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.

1.05 QUALITY ASSURANCE

- A. Structural Designer Qualifications: Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located, or personnel under direct supervision of such an engineer.

1.06 PROJECT CONDITIONS

- A. Field Measurements: Verify dimensions by field measurement before developing shop drawings.
- B. Fully investigate existing substrate condition for determination adequate attachments. Verify that all required blocking is provided and installed.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. Prefabricated Metal Stairs:
 - 1. Lapeyre Stair, Inc: www.lapeyrestair.com/#sle.
 - 2. Precision Ladders, LLC; Fixed Aluminum Industrial Stairway: www.precisionladders.com/#sle.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.

2.02 METAL STAIRS - GENERAL

- A. Metal Stairs: Provide stairs of the design specified, complete with landing platforms, vertical and horizontal supports, railings, and guards, fabricated accurately for anchorage to each other and to building structure.
 - 1. Regulatory Requirements: Provide stairs and railings that comply with most stringent requirements of local, state, and federal regulations; where requirements of Contract Documents exceed those of regulations, comply with Contract Documents.
 - 2. Structural Design: Provide complete stair and railing assemblies that comply with the applicable local code.
 - 3. Dimensions: As indicated on drawings.
 - 4. Shop assemble components; disassemble into largest practical sections suitable for transport and access to site.
 - 5. No sharp or rough areas on exposed travel surfaces and surfaces accessible to touch.
 - 6. Separate dissimilar metals using paint or permanent tape.
- B. Metal Jointing and Finish Quality Levels:
 - 1. Service: Exposed joints tight with face surfaces aligned; underside of stair not covered by soffit is not considered exposed to view.
 - a. Welded Joints: Welded on back side wherever possible.
 - b. Welds Exposed to View: Ground smooth; not required to be flush.
 - c. Bolts Exposed to View: Countersunk flat or oval head bolts; no exposed nuts or screw threads.
 - d. Metal Surfaces to be Painted: Sanded smooth, suitable for satin or matte finish.

- C. Fasteners: Same material or compatible with materials being fastened; type consistent with design and specified quality level.
- D. Anchors and Related Components: Same material and finish as item to be anchored, except where specifically indicated otherwise; provide all anchors and fasteners required.

2.03 METAL STAIRS WITH METAL TREADS

- A. Jointing and Finish Quality Level: Service, as defined above.
- B. Risers: Open.
- C. Treads: Perforated steel plate.
 - 1. Tread Thickness: 1/4 inch (6 mm), minimum.
 - 2. Nosing: Plate bent to minimum radius with down return of 1 inch (25 mm).
 - 3. Anchorage to Stringers: Welded or bolted to carrier angles welded or bolted to stringers.
- D. Stringers: Rolled steel channels.
 - 1. Stringer Depth: 10 inches (250 mm).
 - 2. End Closure: Sheet steel of same thickness as risers welded across ends.
- E. Railings: Steel pipe railings.

2.04 HANDRAILS AND GUARDS

- A. Guards: Pipe railings, see Section 05 5213.
- B. Guards:
 - 1. Top Rails: Round pipe or tube rails unless otherwise indicated.
 - a. Outside Diameter: 1-1/4 inch (32 mm), minimum, to 1-1/2 inches (38 mm), maximum.
 - 2. Infill at Pipe Railings: Pipe or tube rails sloped parallel to stair.
 - a. Outside Diameter: 1 inch (25 mm).
 - b. Material: Steel pipe or tube, round.
 - c. Vertical Spacing: Maximum 4 inches (100 mm) on center.
 - d. Jointing: Welded and ground smooth and flush.
 - 3. End and Intermediate Posts: Same material and size as top rails.
 - a. Horizontal Spacing: As indicated on drawings.
 - b. Mounting: Welded to top surface of stringer.

2.05 MATERIALS

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A500/A500M or ASTM A501/A501M structural tubing, round and shapes as indicated.
- C. Pipe: ASTM A53/A53M Grade B Schedule 40, black finish.
- D. Checkered Plate: ASTM A786/A786M, rolled steel floor plate; manufacturer's standard pattern.

2.06 ACCESSORIES

- A. Steel Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, and galvanized to ASTM A153/A153M where connecting galvanized components.
- B. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- C. Back pan: Solid pan that bolts in place under stairs to provide protection from dropped objects.
- D. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20 Type I - Inorganic, and comply with VOC limitations of authorities having jurisdiction.

2.07 SHOP FINISHING

- A. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- B. Galvanizing: Hot-dip galvanize to minimum requirements of ASTM A123/A123M.
 - 1. Touch up abraded areas after fabrication using specified touch-up primer for galvanized surfaces.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

- A. When field welding is required, clean and strip primed steel items to bare metal.
- B. Supply items required to be cast into concrete and embedded in masonry with setting templates.

3.03 INSTALLATION

- A. Install components plumb and level, accurately fitted, free from distortion or defects.
- B. Provide anchors, plates, angles, hangers, and struts required for connecting stairs to structure.
- C. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- D. Provide welded field joints where specifically indicated on drawings. Perform field welding in accordance with AWS D1.1/D1.1M.
- E. Other field joints may be either welded or bolted provided the result complies with the limitations specified for jointing quality levels.
- F. Obtain approval prior to site cutting or creating adjustments not scheduled.
- G. After erection, prime welds, abrasions, and surfaces not shop primed or galvanized, except surfaces to be in contact with concrete.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).

END OF SECTION

**SECTION 05 5213
PIPE AND TUBE RAILINGS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Stair railings and guardrails.

1.02 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete: Placement of anchors in concrete.
- B. Section 09 2116 - Gypsum Board Assemblies: Placement of backing plates in stud wall construction.

1.03 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.
- B. AISC 201 - AISC Certification Program for Structural Steel Fabricators, Standard for Steel Building Structures 2006.
- C. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2020.
- D. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- E. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes 2021a.
- F. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing 2021.
- G. ASTM E935 - Standard Test Methods for Performance of Permanent Metal Railing Systems and Rails for Buildings 2021.
- H. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2020.
- I. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer 2004.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories.
 - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.

1.05 QUALITY ASSURANCE

- A. Structural Designer Qualifications: Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located, or personnel under direct supervision of such an engineer.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. Handrails and Railings:
 - 1. ATR Technologies Inc; Aluminum Multi-Line Railing: <http://www.atr-technologies.com/#sle>.
 - 2. C.R. Laurence Company, Inc; CRL Welded Post Railing Systems (WRS): www.crl-arch.com/#sle.
 - 3. Kee Safety, Inc; Kee Klamp (steel): www.keesafety.com/#sle.

2.02 RAILINGS - GENERAL REQUIREMENTS

- A. Design, fabricate, and test railing assemblies in accordance with the most stringent requirements of applicable local code.

- B. Concentrated Loads: Design railing assembly, wall rails, and attachments to resist a concentrated force of 200 pounds (890 N) applied at any point on the top of the assembly and in any direction, without damage or permanent set. Test in accordance with ASTM E935
- C. Allow for expansion and contraction of members and building movement without damage to connections or members.
- D. Dimensions: See drawings for configurations and heights.
 - 1. Top Rails and Wall Rails: 1-1/2 inches (38 mm) diameter, round.
 - 2. Intermediate Rails: 1-1/2 inches (38 mm) diameter, round.
 - 3. Posts: 1-1/2 inches (38 mm) square.
 - 4. Balusters: 1/2 inch (12 mm) square solid bar.
- E. Provide anchors and other components as required to attach to structure, made of same materials as railing components unless otherwise indicated; where exposed fasteners are unavoidable provide flush countersunk fasteners.
- F. Provide slip-on non-weld mechanical fittings to join lengths, seal open ends, and conceal exposed mounting bolts and nuts, including but not limited to elbows, T-shapes, splice connectors, flanges, escutcheons, and wall brackets.

2.03 STEEL RAILING SYSTEM

- A. Steel Tube: ASTM A500/A500M Grade B cold-formed structural tubing.
- B. Non-Weld Mechanical Fittings: Slip-on, galvanized malleable iron castings, for Schedule 40 pipe, with flush setscrews for tightening by standard hex wrench, no bolts or screw fasteners.
- C. Welding Fittings: Factory- or shop-welded from matching pipe or tube; seams continuously welded; joints and seams ground smooth.
- D. Exposed Fasteners: Flush countersunk screws or bolts; consistent with design of railing.
- E. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

2.04 FABRICATION

- A. Accurately form components to suit specific project conditions and for proper connection to building structure.
- B. Fit and shop assemble components in largest practical sizes for delivery to site.
- C. Thermal Movements: Handrails and railings shall allow for movements resulting from 120 deg F (49 deg C) changes in ambient and 180 deg F (82 deg C) surface temperatures. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
- D. Fabricate components with joints tightly fitted and secured. Provide spigots and sleeves to accommodate site assembly and installation.
- E. Welded Joints:
 - 1. Exterior Components: Continuously seal joined pieces by intermittent welds and plastic filler. Drill condensate drainage holes at bottom of members at locations that will not encourage water intrusion.
 - 2. Interior Components: Continuously seal joined pieces by intermittent welds and plastic filler.
 - 3. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.

- B. Supply items required to be cast into concrete or embedded in masonry with setting templates, for installation as work of other sections.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install components plumb and level, accurately fitted, free from distortion or defects, with tight joints.
- C. Install railings in compliance with ADA Standards for accessible design at applicable locations.
- D. Anchor railings securely to structure.
- E. Cleaning and Touch-Up: Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in field to shop; make required alterations and refinish entire unit, or provide new units.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per floor level, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION

**SECTION 05 5305
METAL GRATINGS AND FLOOR PLATES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Formed metal floor gratings.
- B. Flat surface floor and stair tread plating.

1.02 RELATED REQUIREMENTS

- A. Section 05 5000 - Metal Fabrications.
- B. Section 05 5100 - Metal Stairs: Framing for grating and stair treads.
- C. Section 07 9513 - Expansion Joint Cover Assemblies.
- D. Section 09 9113 - Exterior Painting: Field paint finish.
- E. Section 09 9123 - Interior Painting: Field paint finish.

1.03 REFERENCE STANDARDS**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide span and deflection tables.
- C. Shop Drawings: Indicate details of component supports, openings, perimeter construction details, and tolerances.
- D. Samples: Submit two samples, 12 by 12 inch (305 by 305 mm) in size illustrating surface finish, color, and texture.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. McNichols CO.; BAR GRATING 6604310122: <https://www.mcnichols.com/bar-grating/>
- B. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

- A. Comply with applicable code for loading requirements.
- B. Maximum Allowable Deflection Under Live Load: 1/240 of span; size components by single support design.

2.03 ACCESSORIES

- A. Fasteners and Saddle Clips: Galvanized steel:

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that field measurements are as indicated on drawings.
- B. Verify that opening sizes and dimensional tolerances are acceptable.
- C. Verify that supports are correctly positioned.

3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions.
- B. Place frames in correct position, plumb and level.

3.03 SCHEDULES

- A. Grating Cat-Walk Building D: Standard-Duty Welded, Rectangular Bar, GW-150, 19-W-4 Spacing, Carbon Steel, Hot Rolled, 1-1/2" x 3/16" Rectangular Bar, Serrated Surface, 77% Open Area

**SECTION 07 4113
METAL ROOF PANELS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Architectural roofing system of preformed steel panels.

1.02 RELATED REQUIREMENTS

- A. Section 07 4213 - Metal Wall Panels: Preformed wall panels.

1.03 REFERENCE STANDARDS

- A. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM E1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference 2005 (Reapproved 2017).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Storage and handling requirements and recommendations.
 - 2. Installation methods.
 - 3. Specimen warranty.
- C. Shop Drawings: Include layouts of roof panels, details of edge and penetration conditions, spacing and type of connections, flashings, underlayments, and special conditions.
 - 1. Show work to be field-fabricated or field-assembled.
- D. Selection Samples: For each roofing system specified, submit color chips representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each roofing system specified, submit samples of minimum size 12 inches (305 mm) square, representing actual roofing metal, thickness, profile, color, and texture.
 - 1. Include typical panel joint in sample.
 - 2. Include typical fastening detail.
- F. Test Reports: Indicate compliance of metal roofing system to specified requirements.
- G. Warranty: Submit specified manufacturer's warranty and ensure that forms have been completed in Owner's name and are registered with manufacturer.

1.05 QUALITY ASSURANCE**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Provide strippable plastic protection on prefinished roofing panels for removal after installation.
- B. Store roofing panels on project site as recommended by manufacturer to minimize damage to panels prior to installation.

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Finish Warranty: Provide manufacturer's special warranty covering failure of factory-applied exterior finish on metal roof panels and agreeing to repair or replace panels that show evidence of finish degradation, including significant fading, chalking, cracking, or peeling within specified warranty period of five years from Date of Substantial Completion.
- C. Waterproofing Warranty: Provide manufacturer's warranty for weathertightness of roofing system, including agreement to repair or replace roofing that fails to keep out water within specified warranty period of five years from Date of Substantial Completion.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. Basis of Design:
 - 1. Architectural Metal Roof Panels: Design Span hp 18" manufactured by AEP Span.

2.02 PERFORMANCE REQUIREMENTS

- A. Metal Roof Panels: Provide complete roofing assemblies, including roof panels, clips, fasteners, connectors, and miscellaneous accessories, tested for compliance with the following minimum standards:
 - 1. Structural Design Criteria: Provide panel assemblies designed to safely support design loads at support spacing indicated, with deflection not to exceed $L/180$ of span length(L) when tested in accordance with ASTM E1592.
 - a. Dead Loads: Weight of roofing system.
 - b. Live Loads: As required by ASCE 7.
 - 2. Overall: Complete weathertight system tested and approved in accordance with ASTM E1592.
 - 3. Thermal Movement: Design system to accommodate without deformation anticipated thermal movement over ambient temperature range of 100 degrees F (56 degrees C).

2.03 ATTACHMENT SYSTEM

- A. Concealed System: Provide manufacturer's standard stainless steel or nylon-coated aluminum concealed anchor clips designed for specific roofing system and engineered to meet performance requirements, including anticipated thermal movement.

2.04 FINISHES**2.05 ACCESSORIES**

- A. Miscellaneous Sheet Metal Items: Provide flashings, gutters, downspouts, trim, moldings, closure strips, preformed crickets, caps, and equipment curbs of the same material, thickness, and finish as used for the roofing panels. Items completely concealed after installation may optionally be made of stainless steel.
- B. Rib and Ridge Closures: Provide prefabricated, close-fitting components of steel with corrosion resistant finish or combination steel and closed-cell foam.
- C. Sealants:
 - 1. Exposed Sealant: Elastomeric; silicone, polyurethane, or silyl-terminated polyether/polyurethane.
 - 2. Concealed Sealant: Non-curing butyl sealant or tape sealant.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Do not begin installation of preformed metal roof panels until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Coordinate roofing work with provisions for roof drainage, flashing, trim, penetrations, and other adjoining work to assure that the completed roof will be free of leaks.
- B. Remove protective film from surface of roof panels immediately prior to installation. Strip film carefully, to avoid damage to prefinished surfaces.
- C. Separate dissimilar metals by applying a bituminous coating, self-adhering rubberized asphalt sheet, or other permanent method approved by roof panel manufacturer.
- D. Where metal will be in contact with wood or other absorbent material subject to wetting, seal joints with sealing compound and apply one coat of heavy-bodied bituminous paint.

3.03 INSTALLATION

- A. Overall: Install roofing system in accordance with approved shop drawings and panel manufacturer's instructions and recommendations, as applicable to specific project conditions. Anchor all components of roofing system securely in place while allowing for thermal and structural movement.
 - 1. Install roofing system with concealed clips and fasteners, except as otherwise recommended by manufacturer for specific circumstances.
 - 2. Minimize field cutting of panels. Where field cutting is absolutely required, use methods that will not distort panel profiles. Use of torches for field cutting is absolutely prohibited.
- B. Accessories: Install all components required for a complete roofing assembly, including flashings, gutters, downspouts, trim, moldings, closure strips, preformed crickets, caps, equipment curbs, rib closures, ridge closures, and similar roof accessory items.
- C. Roof Panels: Install panels in strict accordance with manufacturer's instructions, minimizing transverse joints except at junction with penetrations.

3.04 CLEANING

- A. Clean exposed sheet metal work at completion of installation. Remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving the work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to the finish.

3.05 PROTECTION

- A. Do not permit storage of materials or roof traffic on installed roof panels. Provide temporary walkways or planks as necessary to avoid damage to completed work. Protect roofing until completion of project.
- B. Touch-up, repair, or replace damaged roof panels or accessories before Date of Substantial Completion.

END OF SECTION

**SECTION 07 6200
SHEET METAL FLASHING AND TRIM****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings, counterflashings, downspouts, exterior penetrations, and collector box.
- B. Sealants for joints within sheet metal fabrications.

1.02 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2020.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- C. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2015.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- E. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007 (Reapproved 2018).
- F. CDA A4050 - Copper in Architecture - Handbook current edition.
- G. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples [6 by 6] inch ([] mm) in size illustrating metal finish color.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS**2.01 SHEET MATERIALS**

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch (0.61 mm) thick base metal, shop pre-coated with PVDF coating.
 - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: As selected by Architect from manufacturer's full colors.

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats of same material as sheet, minimum 6 inches (150 mm) wide, interlocking with sheet.

- C. Form pieces in longest possible lengths.
- D. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- E. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- F. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; seam for rigidity, seal with sealant.
- G. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
- H. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing gravel. Return and brake edges.

2.03 GUTTER, COLLECTOR BOX AND DOWNSPOUT FABRICATION

- A. Gutters: Match existing size and profile.
- B. Downspouts: Match existing size and profile.
- C. Collector Box: Match existing size and profile.
- D. Accessories: Profiled to suit gutters and downspouts.
 - 1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
 - 2. Gutter Supports: Straps.
 - 3. Downspout Supports: Brackets.
 - 4. Collector Box Supports: Brackets.
- E. Seal metal joints.

2.04 EXTERIOR PENETRATION FLASHING PANELS

- A. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.

2.05 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- E. Plastic Cement: ASTM D4586/D4586M, Type I.
- F. Reglets: Surface mounted type, galvanized steel; face and ends covered with plastic tape.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted reglets true to lines and levels, and seal top of reglets with sealant.
- C. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil (0.4 mm).

3.03 INSTALLATION

- A. Comply with drawing details.

- B. Insert flashings into reglets to form tight fit; secure in place with lead wedges; pack remaining spaces with lead wool; seal flashings into reglets with sealant.
- C. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- D. Apply plastic cement compound between metal flashings and felt flashings.
- E. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- F. Seal metal joints watertight.
- G. Secure gutters and downspouts in place with concealed fasteners.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for field inspection requirements.
- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION

**SECTION 07 7123
MANUFACTURED GUTTERS AND DOWNSPOUTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Pre-finished aluminum gutters and downspouts.

1.02 RELATED REQUIREMENTS

- A. Section 07 6200 - Sheet Metal Flashing and Trim.
- B. Section 09 9113 - Exterior Painting: Field painting of metal surfaces.

1.03 REFERENCE STANDARDS

- A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2014.
- B. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric) 2014.
- C. ASTM D2665 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings 2020.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on prefabricated components.
- C. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. Gutters and Downspouts:
 - 1. ATAS International, Inc; Water Control System: www.atas.com/#sle.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Scupper and Collectors:
 - 1. ATAS International, Inc; Scuppers and Collector Boxes: www.atas.com/#sle.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MATERIALS

- A. Polyvinyl Chloride (PVC): ASTM D2665, virgin vinyl, SDR 35 pipe and fittings, high impact type, colorfast; color as selected.
- B. Aluminum Sheet: ASTM B209 (ASTM B209M); 0.032 inch (0.8 mm) thick.
 - 1. Finish: Mill.
 - 2. Color: As selected from manufacturer's standard colors.

2.03 COMPONENTS

- A. Gutters: SMACNA rectangular style profile.
- B. Downspouts: CDA Rectangular profile.
- C. Connectors: Furnish required connector pieces for PVC (polyvinyl chloride) components.
- D. Anchors and Supports: Profiled to suit gutters and downspouts.
 - 1. Anchoring Devices: In accordance with CDA requirements.
 - 2. Gutter Supports: Brackets.
 - 3. Downspout Supports: Brackets.
- E. Fasteners: Galvanized steel, with soft neoprene washers.

2.04 FABRICATION

- A. Form gutters and downspouts of profiles and size indicated.

- B. Fabricate with required connection pieces.
- C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
- D. Hem exposed edges of metal.
- E. Tin edges of copper sheet to be soldered. Solder shop formed metal joints. After soldering, remove flux. Wipe and wash solder joints clean. Weather seal joints.
- F. Fabricate gutter and downspout accessories; seal watertight.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that surfaces are ready to receive work.

3.02 PREPARATION

- A. Paint concealed metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to a minimum dry film thickness of 15 mil (0.4 mm).

3.03 INSTALLATION

- A. Install gutters, downspouts, and accessories in accordance with manufacturer's instructions.
- B. Sheet Metal: Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts and accessories.
- C. PVC: Solvent-weld lengths and connection pieces to form watertight joints. Solvent-weld gutters to downspouts and accessories.
- D. Slope gutters [] inch per foot ([] mm/m) , [] percent minimum.

END OF SECTION

**SECTION 07 9200
JOINT SEALANTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Additional requirements for sealants and primers.
- B. Section 07 2500 - Weather Barriers: Sealants required in conjunction with air barriers and vapor retarders.
- C. Section 07 8400 - Firestopping: Firestopping sealants.
- D. Section 08 7100 - Door Hardware: Setting exterior door thresholds in sealant.
- E. Section 08 8000 - Glazing: Glazing sealants and accessories.
- F. Section 09 2116 - Gypsum Board Assemblies: Sealing acoustical and sound-rated walls and ceilings.

1.03 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer 2015 (Reapproved 2022).
- B. ASTM C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants 2018.
- C. ASTM C834 - Standard Specification for Latex Sealants 2017.
- D. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications 2022.
- E. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- F. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems 2016.
- G. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- H. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants 2018.
- I. ASTM C1311 - Standard Specification for Solvent Release Sealants 2014.
- J. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants 2018.
- K. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints 2019 (Reapproved 2020).
- L. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness 2015 (Reapproved 2021).
- M. SCAQMD 1168 - Adhesive and Sealant Applications 1989 (Amended 2017).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.

- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.
- F. Preinstallation Field Adhesion Test Plan: Submit at least two weeks prior to start of installation.
- G. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.

1.05 QUALITY ASSURANCE

- A. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 - 1. Adhesion Testing: In accordance with ASTM C794.
 - 2. Compatibility Testing: In accordance with ASTM C1087.
 - 3. Allow sufficient time for testing to avoid delaying the work.
 - 4. Deliver to manufacturer sufficient samples for testing.
 - 5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
 - 6. Testing is not required if sealant manufacturer provides data showing previous testing, not older than 24 months, that shows satisfactory adhesion, lack of staining, and compatibility.
- B. Preinstallation Field Adhesion Test Plan: Include destructive field adhesion testing of one sample of each combination of sealant type and substrate, except interior acrylic latex sealants, and include the following for each tested sample.
 - 1. Identification of testing agency.
 - 2. Preinstallation Field Adhesion Test Log Form: Include the following data fields, with known information filled out.
 - a. Test date.
 - b. Copy of test method documents.
 - c. Age of sealant upon date of testing.
 - d. Test results, modeled after the sample form in the test method document.
 - e. Indicate use of photographic record of test.
- C. Field Adhesion Test Procedures:
 - 1. Allow sealants to fully cure as recommended by manufacturer before testing.
 - 2. Have a copy of the test method document available during tests.
 - 3. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
 - 4. When performing destructive tests, also inspect the opened joint for proper installation characteristics recommended by manufacturer, and report any deficiencies.
 - 5. Deliver the samples removed during destructive tests in separate sealed plastic bags, identified with project, location, test date, and test results, to Owner.
 - 6. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect.
- D. Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Destructive Tail Procedure.
 - 1. Sample: At least 18 inches (457 mm) long.
 - 2. Minimum Elongation Without Adhesive Failure: Consider the tail at rest, not under any elongation stress; multiply the stated movement capability of the sealant in percent by two; then multiply 1 inch (25.4 mm) by that percentage; if adhesion failure occurs before the "1 inch mark" is that distance from the substrate, the test has failed.

3. If either adhesive or cohesive failure occurs prior to minimum elongation, take necessary measures to correct conditions and re-test; record each modification to products or installation procedures.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 JOINT SEALANT APPLICATIONS

- A. Scope:
 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
 - d. Openings below ledge angles in masonry.
 - e. Other joints indicated below.
 2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between door, window, and other frames and adjacent construction.
 - b. In sound-rated wall and ceiling assemblies, gaps at electrical outlets, wiring devices, piping, and other openings; between wall/ceiling and other construction; and other flanking sound paths.
 - c. Other joints indicated below.
 3. Do not seal the following types of joints.
 - a. Intentional weepholes in masonry.
 - b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
 - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - d. Joints where installation of sealant is specified in another section.
 - e. Joints between suspended panel ceilings/grid and walls.
- B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
 1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing.
 2. Lap Joints between Manufactured Metal Panels: Butyl rubber, non-curing.
 3. Control and Expansion Joints in Concrete Paving: Self-leveling polyurethane "traffic-grade" sealant.
- C. Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.
 1. Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant.
 2. Wall and Ceiling Joints in Wet Areas: Non-sag polyurethane sealant for continuous liquid immersion.
 3. Floor Joints in Wet Areas: Non-sag polyurethane "non-traffic-grade" sealant suitable for continuous liquid immersion.
 4. In Sound-Rated Assemblies: Acrylic emulsion latex sealant.
 5. Narrow Control Joints in Interior Concrete Slabs: Self-leveling epoxy sealant.
 6. Other Floor Joints: Self-leveling polyurethane "traffic-grade" sealant.
- D. Interior Wet Areas: Bathrooms, restrooms, kitchens, food service areas, food processing areas, and []; fixtures in wet areas include plumbing fixtures, food service equipment, countertops, cabinets, other similar items, and [].

- E. Sound-Rated Assemblies: Walls and ceilings identified as "STC-rated", "sound-rated", or "acoustical".

2.02 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.

2.03 NONSAG JOINT SEALANTS

- A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus [] percent, minimum.
 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 4. Color: To be selected by Architect from manufacturer's standard range.
 5. Manufacturers:
 - a. Pecora Corporation; Peroca 898 NST (Non-Staining Technology): www.pecora.com/#sle.
 - b. Sika Corporation; Sikasil GP: www.usa-sika.com/#sle.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
- B. Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
1. Color: White.
 2. Manufacturers:
 - a. Pecora Corporation; Pecora 898 NST (Non-Staining Technology): www.pecora.com/#sle.
 - b. Sika Corporation; Sikasil GP: www.usa-sika.com/#sle.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
- C. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single component; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus 35 percent, minimum.
 2. Color: Match adjacent finished surfaces.
 3. Manufacturers:
 - a. Pecora Corporation; DynaTrol II: www.pecora.com/#sle.
 - b. Sika Corporation; Sikaflex-2c NS: www.usa-sika.com/#sle.
 - c. Tremco Commercial Sealants & Waterproofing; Dymonic 100: www.tremcosealants.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- D. Polyurethane Sealant for Continuous Water Immersion: ASTM C920, Grade NS, Uses M and A; single component; explicitly approved by manufacturer for continuous water immersion; suitable for traffic exposure when recessed below traffic surface.
1. Movement Capability: Plus and minus 35 percent, minimum.
 2. Color: Match adjacent finished surfaces.
 3. Manufacturers:
 - a. Sika Corporation; Sikaflex-2c NS: www.usa-sika.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- E. Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
1. Color: Standard colors matching finished surfaces, Type OP (opaque).
 2. Grade: ASTM C834; Grade NF.
 3. Manufacturers:
 - a. Tremco Commercial Sealants & Waterproofing; Tremflex 834: www.tremcosealants.com/#sle.
 - b. [].

- F. Type [] - Non-Curing Butyl Sealant: Solvent-based, single component, non-sag, non-skinning, non-hardening, non-bleeding; non-vapor-permeable; intended for fully concealed applications.

2.04 SELF-LEVELING SEALANTS

- A. Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
1. Movement Capability: Plus and minus 25 percent, minimum.
 2. Color: To be selected by Architect from manufacturer's standard range.
 3. Manufacturers:
 - a. Sika Corporation; Sikaflex-2c SL: www.usa-sika.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- B. Self-Leveling Polyurethane Sealant for Continuous Water Immersion: Polyurethane; ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure and continuous water immersion.
1. Movement Capability: Plus and minus 25 percent, minimum.
 2. Color: To be selected by Architect from manufacturer's standard range.
 3. Manufacturers:
 - a. Sika Corporation; Sikaflex-2c SL: www.usa-sika.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- C. Semi-Rigid Self-Leveling Epoxy Joint Filler: Epoxy or epoxy/polyurethane copolymer; intended for filling cracks and control joints not subject to significant movement; rigid enough to support concrete edges under traffic.
1. Composition: Single-component, 100 percent solids by weight.
 2. Durometer Hardness: Minimum of 85 for Type A or 35 for Type D, after seven days when tested in accordance with ASTM D2240.
 3. Color: To be selected by Architect from manufacturer's standard colors.
 4. Joint Width, Minimum: 1/8 inch (3 mm).
 5. Joint Depth: Provide product suitable for joints from 1/8 inch (3 mm) to 2 inches (51 mm) in depth including space for backer rod.
 6. Manufacturers:
 - a. Euclid Chemical Company; EUCO 700: www.euclidchemical.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

2.05 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type C - Closed Cell Polyethylene.
 2. Type for Joints Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type C - Closed Cell Polyethylene.
 3. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.

- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.
- D. Preinstallation Adhesion Testing: Install a sample for each test location indicated in the test plan.
 - 1. Test each sample as specified in PART 1 under QUALITY ASSURANCE article.
 - 2. Notify Architect of date and time that tests will be performed, at least seven days in advance.
 - 3. Record each test on Preinstallation Adhesion Test Log as indicated.
 - 4. If any sample fails, review products and installation procedures, consult manufacturer, or take whatever other measures are necessary to ensure adhesion; re-test in a different location; if unable to obtain satisfactory adhesion, report to Architect.
 - 5. After completion of tests, remove remaining sample material and prepare joint for new sealant installation.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.
- E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in inconspicuous area to verify that it does not stain or discolor slab.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Install bond breaker backing tape where backer rod cannot be used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- G. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- H. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
- I. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab.

3.04 FIELD QUALITY CONTROL

- A. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.
- B. Destructive Adhesion Testing: If there are any failures in first 1000 linear feet (300 linear m), notify Architect immediately.
- C. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.
- D. Repair destructive test location damage immediately after evaluation and recording of results.

END OF SECTION

**SECTION 07 9513
EXPANSION JOINT COVER ASSEMBLIES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Expansion joint cover assemblies for ceiling and roof surfaces.

1.02 REFERENCE STANDARDS

- A. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2021.
- B. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric) 2021.
- C. ASTM B308/B308M - Standard Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles 2020.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Installation Templates: For frames and anchors to be embedded in concrete or masonry, furnish templates to relevant installers; include installation instructions and tolerances.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide joint assembly profiles, profile dimensions, anchorage devices and available colors and finish.
- C. Shop Drawings: Indicate joint and splice locations, miters, layout of the work, affected adjacent construction and anchorage locations.
- D. Samples: Submit two samples 6 inch ([] mm) long, illustrating profile, dimension, color, and finish selected.
- E. Manufacturer's Installation Instructions: Indicate rough-in sizes and required tolerances for item placement.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. Expansion Joint Cover Assemblies:
 - 1. Construction Specialties, Inc: www.c-sgroup.com/#sle.
 - 2. Inpro: www.inprocorp.com/#sle.
 - 3. Nystrom, Inc: www.nystrom.com/#sle.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 EXPANSION JOINT COVER ASSEMBLY APPLICATIONS

- A. Exterior Vertical Roof/Wall Joints Subject to Seismic Movement:
 - 1. Color: As selected by Architect from manufacturer's full standard range of colors.
 - 2. Manufacturers:
 - a. Construction Specialties Model: SRJW-400X.

2.03 EXPANSION JOINT COVER ASSEMBLIES

- A. Expansion Joint Cover Assemblies - General: Factory-fabricated and assembled; designed to completely fill joint openings, sealed to prevent passage of air, dust, water, smoke; suitable for traffic expected.
 - 1. Joint Dimensions and Configurations: As indicated on drawings.
 - 2. Joint Cover Sizes: Selected to suit joint width and configuration, based on manufacturer's published recommendations and limitations.
 - 3. Joint Movement Capability: If not indicated, provide minimum plus/minus 25 percent joint movement capability.
 - 4. Lengths: Provide covers in full lengths required; avoid splicing wherever possible.

5. Anchors, Fasteners, and Fittings: Provided by cover manufacturer.

2.04 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063 alloy, T6 temper; or ASTM B308/B308M, 6061 alloy, T6 temper.
 - 1. Exposed Finish Outdoors: As selected by Architect to match adjacent wall materials.
 - 2. Exposed Finish at Walls and Ceilings: Natural anodized.
- B. Anchors and Fasteners: As recommended by cover manufacturer.
- C. Ferrous Metal Anchors: Galvanized where embedded in concrete or in contact with cementitious materials.
- D. Threaded Fasteners: Aluminum.
- E. Backing Paint for Aluminum Components in Contact with Cementitious Materials: Asphaltic type.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joint preparation and dimensions are acceptable and in accordance with manufacturer's requirements.
- B. Verify that frames and anchors installed by others are in correct locations and suitable for installation of remainder of assembly.

3.02 INSTALLATION

- A. Install components and accessories in accordance with manufacturer's instructions.
- B. Align work plumb and level, flush with adjacent surfaces.
- C. Rigidly anchor to substrate to prevent misalignment.

3.03 PROTECTION

- A. Do not permit traffic over unprotected floor joint surfaces.
- B. Provide strippable coating to protect finish surface.

END OF SECTION

**SECTION 09 9113
EXTERIOR PAINTING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - 1. Exposed surfaces of steel lintels and ledge angles.
 - 2. Mechanical and Electrical:
 - a. Visible items from ground level.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Cross-laminated timber.
 - 7. Glu-laminated timber.
 - 8. Hand / Guard railing system.
 - 9. Ceramic and other types of tiles.
 - 10. Glass.
 - 11. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 09 9123 - Interior Painting.
- C. Section 32 1723.13 - Painted Pavement Markings: Painted pavement markings.

1.03 DEFINITIONS

- A. Specular Gloss: Ranges determined per Master Painters Institute (MPI). Sheen is specified to establish required gloss range.

	<u>Sheen</u>	<u>Geometry/Deg.</u>	<u>Gloss Range</u>	<u>MPI Gloss Level</u>
1.	Flat	60	Below 5	1
2.	Flat, Light Sheen	60	Max 10	2
3.	Eggshell	60	10 to 25	3
4.	Satin	60	20 to 35	4
5.	Semi-Gloss	60	35 to 70	5
6.	Gloss	60	70 to 85	6

- B. Finish (i.e. gloss level) of all painted surfaces shall be as specified herein or as noted on Finish Schedule.

1.04 REFERENCE STANDARDS

- A. ASTM D4258 - Standard Practice for Surface Cleaning Concrete for Coating 2005 (Reapproved 2017).
- B. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials 2020.
- C. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.

- D. SSPC-SP 1 - Solvent Cleaning 2015, with Editorial Revision (2016).
- E. SSPC-SP 2 - Hand Tool Cleaning 2018.
- F. SSPC-SP 6 - Commercial Blast Cleaning 2007.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens definitely not required.
 - 3. Allow 10 business days for approval process, after receipt of complete samples by Architect.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: Two gallons ([] L) of each color; from the same product run, store where directed.
 - 3. CLEARLY Label each container with color in addition to the manufacturer's label.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Coats: Number of coats specified is minimum number acceptable, if full coverage is not obtained with specified number of coats, apply such additional coats necessary to produce required finish.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.08 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 50 degrees F (10 degrees C) for exterior; unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. Paints:
 - 1. Base Manufacturer: Miller Paint.
- B. Primer Sealers: Same manufacturer as top coats.
- C. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint E-OP - Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including concrete, brick, primed wood, and primed metal.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat Sheen:
 - a. Semi-Gloss: MPI gloss level 5; use this sheen at all locations.
 - 3. Primer: As specified under "PRIMERS" below.

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
 - 1. Anti-Corrosive Alkyd Primer for Metal; MPI #79.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
 - 2. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.

- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete:
 - 1. Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
 - 2. Clean surfaces with pressurized water. Use pressure range of 1,500 to 4,000 psi (10,350 to 27,580 kPa) at 6 to 12 inches (150 to 300 mm). Allow to dry.
 - 3. Clean concrete according to ASTM D4258. Allow to dry.
- H. Masonry:
 - 1. Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
 - 2. Prepare surface as recommended by top coat manufacturer.
 - 3. Clean surfaces with pressurized water. Use pressure range of 600 to 1,500 psi (4,140 to 10,350 kPa) at 6 to 12 inches (150 to 300 mm). Allow to dry.
- I. Galvanized Surfaces:
 - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
 - 2. Prepare surface according to SSPC-SP 2.
- J. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
 - 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 "Commercial Blast Cleaning". Protect from corrosion until coated.
- K. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- L. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- C. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate; provide total dry film thickness of entire system as recommended by manufacturer.
 - 1. Number of coats and film thickness required are the same regardless of application method.
 - 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color and appearance.
 - 3. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive dry film thickness equivalent to that of flat surfaces.

- E. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- F. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- G. Apply each coat to uniform appearance.
- H. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply additional coats until complete hide is achieved.
- I. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- J. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection.
- B. Owner will provide field inspection.

3.05 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

3.07 COLOR SCHEDULE

- A. Per Architects Directio

END OF SECTION

**SECTION 31 1000
SITE CLEARING****PART 1 GENERAL****1.01 RELATED REQUIREMENTS**

- A. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- B. Section 01 5713 - Temporary Erosion and Sediment Control.
- C. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products.

PART 2 PRODUCTS -- NOT USED**PART 3 EXECUTION****3.01 SITE CLEARING**

- A. Comply with other requirements specified in Section 01 7000.
- B. Minimize production of dust due to clearing operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

3.02 EXISTING UTILITIES AND BUILT ELEMENTS

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Protect existing structures and other elements that are not to be removed.

3.03 DEBRIS

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

**SECTION 32 1123
AGGREGATE BASE COURSES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Aggregate base course.
- B. Paving aggregates.

1.02 RELATED REQUIREMENTS

- A. Section 31 2316.13 - Trenching: Compacted fill over utility trenches under base course.
- B. Section 32 1216 - Asphalt Paving: Finish and binder asphalt courses.
- C. Section 32 1313 - Concrete Paving: Finish concrete surface course.

1.03 REFERENCE STANDARDS

- A. AASHTO M 147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base, and Surface Courses 2017 (Reapproved 2021).
- B. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18 in.) Drop 2018.
- C. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)) 2012 (Reapproved 2021).
- D. ASTM D1556/D1556M - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method 2015, with Editorial Revision (2016).
- E. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)) 2012 (Reapproved 2021).
- F. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method 2015.
- G. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth) 2017a, with Editorial Revision.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Compaction Density Test Reports.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. When aggregate materials need to be stored on site, locate where directed by Owner.
- C. Aggregate Storage, General:
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Coarse Aggregate Type 3/4" minus CRB: Coarse aggregate, complying with State of [] Highway Department standard.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that survey bench marks and intended elevations for the work are as indicated.
- B. Verify substrate has been inspected, gradients and elevations are correct, and is dry.

3.02 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place aggregate on soft, muddy, or frozen surfaces.

3.03 INSTALLATION

- A. Place aggregate in maximum 4 inch (100 mm) layers and roller compact to specified density.
- B. Level and contour surfaces to elevations and gradients indicated.
- C. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.
- D. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- E. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.04 TOLERANCES

- A. Variation From Design Elevation: Within 1/2 inch (12.8 mm).

3.05 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements for general requirements for field inspection and testing.

3.06 CLEANING

- A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

END OF SECTION

**SECTION 32 1216
ASPHALT PAVING****PART 1 GENERAL****1.01 RELATED REQUIREMENTS**

- A. Section 32 1123 - Aggregate Base Courses: Aggregate base course.

1.02 REFERENCE STANDARDS

- A. AI MS-2 - Asphalt Mix Design Methods 2015.
- B. AI MS-19 - Basic Asphalt Emulsion Manual 2008.
- C. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction 2009a.

1.03 QUALITY ASSURANCE

- A. Perform Work in accordance with State of Oregon Highways standard.
- B. Mixing Plant: Complying with State of Oregon Highways standard.
- C. Obtain materials from same source throughout.

PART 2 PRODUCTS**2.01 REGULATORY REQUIREMENTS**

- A. Comply with applicable code for paving work on public property.

2.02 MATERIALS

- A. Asphalt Cement: ASTM D946.
- B. Aggregate for Base Course: In accordance with State of Oregon Highways standards.
- C. Primer: In accordance with State of Oregon Highways standards.
- D. Tack Coat: Homogeneous, medium curing, liquid asphalt.
- E. Seal Coat: AI MS-19, sand type.

2.03 ASPHALT PAVING MIXES AND MIX DESIGN

- A. Asphalt Base Course: 3.0 to 6 percent of asphalt cement by weight in mixture in accordance with AI MS-2.
- B. Asphalt Wearing Course: 5 to 7 percent of asphalt cement by weight in mixture in accordance with AI MS-2.
- C. Submit proposed mix design of each class of mix for review prior to beginning of work.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that compacted subgrade is dry and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.

3.02 AGGREGATE BASE COURSE

- A. Place and compact aggregate base course.

3.03 PREPARATION - PRIMER

- A. Apply primer in accordance with manufacturer's instructions.
- B. Apply primer on aggregate base or subbase at uniform rate of 1/3 gal/sq yd (1.5 L/sq m).
- C. Use clean sand to blot excess primer.

3.04 PREPARATION - TACK COAT

- A. Apply tack coat in accordance with manufacturer's instructions.
- B. Apply tack coat on asphalt or concrete surfaces over subgrade surface at uniform rate of 1/3 gal/sq yd (1.5 L/sq m).

3.05 PLACING ASPHALT PAVEMENT - SINGLE COURSE

- A. Install Work in accordance with State of [] Highways standards.
- B. Place asphalt within 24 hours of applying primer or tack coat.

- C. Compact pavement by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- D. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.

3.06 PLACING ASPHALT PAVEMENT - DOUBLE COURSE

- A. Place asphalt binder course within 24 hours of applying primer or tack coat.
- B. Place asphalt wearing course within two hours of placing and compacting binder course.
- C. Compact pavement by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- D. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

3.07 SEAL COAT

- A. Apply seal coat to asphalt surface course and asphalt curbs in accordance with AI MS-19.

3.08 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch (6 mm) measured with 10 foot (3 m) straight edge.
- B. Variation from True Elevation: Within 1/2 inch (12 mm).

3.09 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for general requirements for quality control.
- B. Provide field inspection and testing. Take samples and perform tests in accordance with AI MS-2.

3.10 PROTECTION

- A. Immediately after placement, protect pavement from mechanical injury for 2 days or until surface temperature is less than 140 degrees F (60 degrees C).

END OF SECTION

**SECTION 32 1313
CONCRETE PAVING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Concrete sidewalks, stair steps, integral curbs, gutters, median barriers, parking areas, and roads.

1.02 RELATED REQUIREMENTS

- A. Section 32 1123 - Aggregate Base Courses: 3/4" minus CRB base course.

1.03 REFERENCE STANDARDS

- A. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete 1991 (Reapproved 2009).
- B. ACI 301 - Specifications for Structural Concrete 2016.
- C. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete 2000 (Reapproved 2009).
- D. ACI 305R - Guide to Hot Weather Concreting 2010.
- E. ACI 306R - Guide to Cold Weather Concreting 2016.
- F. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement 2020.
- G. ASTM C33/C33M - Standard Specification for Concrete Aggregates 2018.
- H. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens 2021.
- I. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete 2021b.
- J. ASTM C150/C150M - Standard Specification for Portland Cement 2021.
- K. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method 2016.
- L. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete 2010a (Reapproved 2016).
- M. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete 2019.
- N. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing 2017.
- O. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types) 2018.
- P. ASTM D1752 - Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction 2018.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Indicate pavement thickness, designed concrete strength, reinforcement, and typical details.
- C. Submit concrete mix design to Architect for approval.

PART 2 PRODUCTS**2.01 PAVING ASSEMBLIES**

- A. Comply with applicable requirements of ACI 301.
- B. Concrete Sidewalks and Median Barrier: 3,000 psi (20.7 MPa) 28 day concrete, 4 inches (100 mm) thick, buff color Portland cement, broomed finish.

2.02 FORM MATERIALS

- A. Wood form material, profiled to suit conditions.
- B. Joint Filler: Preformed; non-extruding bituminous type (ASTM D1751) or sponge rubber or cork (ASTM D1752).

1. Thickness: 1/2 inch (12 mm).

2.03 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi) (420 MPa) yield strength; deformed billet steel bars; unfinished.
- B. Dowels: ASTM A615/A615M, Grade 40 - 40,000 psi (280 MPa) yield strength; deformed billet steel bars; unfinished finish.

2.04 CONCRETE MATERIALS

- A. Obtain cementitious materials from same source throughout.
- B. Concrete Materials: Provide in accordance with State of Oregon Highways standards.

2.05 ACCESSORIES**2.06 CONCRETE MIX DESIGN**

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
 1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.

2.07 MIXING

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Transit Mixers: Comply with ASTM C94/C94M.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.

3.02 SUBBASE

- A. Prepare subbase in accordance with State of Oregon Highways standards.

3.03 PREPARATION

- A. Moisten base to minimize absorption of water from fresh concrete.
- B. Coat surfaces of manhole frames with oil to prevent bond with concrete pavement.

3.04 FORMING

- A. Place and secure forms to correct location, dimension, profile, and gradient.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.05 REINFORCEMENT

- A. Place reinforcement as indicated.
- B. Place dowels to achieve pavement and curb alignment as detailed.

3.06 COLD AND HOT WEATHER CONCRETING

- A. Follow recommendations of ACI 305R when concreting during hot weather.
- B. Follow recommendations of ACI 306R when concreting during cold weather.
- C. Do not place concrete when base surface temperature is less than 40 degrees F (4 degrees C), or surface is wet or frozen.

3.07 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Ensure reinforcement, inserts, embedded parts, formed joints and [] are not disturbed during concrete placement.

3.08 JOINTS

- A. Align curb, gutter, and sidewalk joints.
- B. Place 3/8 inch (10 mm) wide expansion joints at 20 foot (6 m) intervals and to separate paving from vertical surfaces and other components and in pattern indicated.
- C. Provide scored joints.
- D. Saw cut contraction joints 3/16 inch (5 mm) wide at an optimum time after finishing. Cut 1/3 into depth of slab.

3.09 FINISHING

- A. Area Paving: Light broom, texture perpendicular to pavement direction.
- B. Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius (6 mm radius).
- C. Curbs and Gutters: Light broom, texture parallel to pavement direction.

3.10 TOLERANCES

- A. Maximum Variation of Surface Flatness: 1/4 inch (6 mm) in 10 ft (3 m).
- B. Maximum Variation From True Position: 1/4 inch (6 mm).

3.11 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000 - Quality Requirements.
 - 1. Provide free access to concrete operations at project site and cooperate with appointed firm.
- B. Compressive Strength Tests: ASTM C39/C39M; for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cu yd (76 cu m) or less of each class of concrete placed.
 - 1. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.

3.12 PROTECTION

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.

END OF SECTION

**SECTION 32 1713
PARKING BUMPERS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Precast concrete parking bumpers and anchorage.

1.02 REFERENCE STANDARDS

- A. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement 2020.
- B. ASTM C150/C150M - Standard Specification for Portland Cement 2021.
- C. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete 2010a (Reapproved 2016).
- D. ASTM C330/C330M - Standard Specification for Lightweight Aggregates for Structural Concrete 2017a.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Parking Bumpers: Precast concrete, complying with the following:
 - 1. Cement: ASTM C150/C150M, Portland Type I - Normal; white color.
 - 2. Concrete Materials: ASTM C330/C330M aggregate, water, and sand.
 - 3. Reinforcing Steel: ASTM A615/A615M, deformed steel bars; unfinished, strength and size commensurate with precast unit design.
 - 4. Air Entrainment Admixture: ASTM C260/C260M.
 - 5. Concrete Mix: Minimum 5,000 psi (34 MPa) compressive strength after 28 days, air entrained to 5 to 7 percent.
 - 6. Use rigid molds, constructed to maintain precast units uniform in shape, size and finish. Maintain consistent quality during manufacture.
 - 7. Embed reinforcing steel, and drill or sleeve for two dowels.
 - 8. Cure units to develop concrete quality, and to minimize appearance blemishes such as non-uniformity, staining, or surface cracking.
 - 9. Minor patching in plant is acceptable, providing appearance of units is not impaired.

PART 3 EXECUTION**3.01 INSTALLATION**

- A. Install units without damage to shape or finish. Replace or repair damaged units.
- B. Install units in alignment with adjacent work.

END OF SECTION

**SECTION 32 1723
PAVEMENT MARKINGS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Painted pavement markings.

1.02 REFERENCE STANDARDS

- A. AASHTO MP 24 - Standard Specification for Waterborne White and Yellow Traffic Paints 2015 (Reapproved 2020).
- B. FHWA MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways; U.S. Department of Transportation, Federal Highway Administration Current Edition.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.

1.04 FIELD CONDITIONS

- A. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS**2.01 PAINTED PAVEMENT MARKINGS**

- A. Painted Pavement Markings: As indicated on drawings.
 - 1. Marking Paint: In accordance with AASHTO MP 24.
 - a. Parking Lots: White.
 - b. Symbols and Text: White.
 - c. Wheelchair Symbols: Provide blue and white.
 - 2. Obliterating Paint: Type I, in accordance with AASHTO MP 24.
 - a. Bituminous Pavement: Black.
 - b. Concrete Pavement: Gray.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Identify existing markings for removal.
- B. Verification of Conditions: Verify that pavement is dry and ready for installation.
- C. Notify Architect of unsatisfactory conditions before proceeding.

3.02 PREPARATION

- A. Clean surfaces prior to installation.
 - 1. Remove dust, dirt, and other debris.
- B. Apply paint stencils by type and color at necessary intervals.

3.03 INSTALLATION

- A. General:
 - 1. Position pavement markings as indicated on drawings.
 - 2. Field location adjustments require approval of Architect.
- B. Painted Pavement Markings:
 - 1. Apply in accordance with manufacturer's instructions.
 - 2. Obliterating Paint: Apply as necessary to cover existing markings completely.
 - 3. Marking Paint: Apply uniformly, with sharp edges.
 - a. Applications: One coat.
 - b. Wet Film Thickness: 0.015 inch (0.4 mm), minimum.
 - c. Stencils: Lay flat against pavement, align with striping, remove after application.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements for additional requirements.
- B. Perform field inspection for deviations from true alignment or material irregularities.

- C. If inspections indicate work does not meet specified requirements, rework and reinspect at no cost to Owner.
- D. Allow the pavement marking to set at least the minimum time recommended by manufacturer.

3.05 PROTECTION

- A. Prevent approaching traffic from crossing newly applied pavement markings.
- B. Replace damaged or removed markings at no additional cost to Owner.

END OF SECTION

**SECTION 32 3300
SITE FURNISHINGS****PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section includes the Following:
 - 1. Bicycle Racks
 - 2. Tree Grates
 - 3. Trash & Recycling Bins
 - 4. Skateboard Lockers

1.2 REFERENCED SECTIONS

- B. Section 033000 – Cast-in-place Concrete.

1.3 SUBMITTALS

- A. Product Data: For each product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, finishes, field-assembly requirements, and installation details.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For site furnishings to include in maintenance manuals.

PART 2 - PRODUCTS**2.1 PRODUCTS**

- A. Bicycle Rack (U-style):
 - 1. Manufacturer: Huntco Site Furnishings or approved equal
 - 2. Style: HP Series inverted "U" style meeting City of Ashland requirements.
 - 3. Mounting: Surface flange mount per manufacturer's installation instructions.
 - 4. Finish: Manufacturer's galvanized finish.
 - 5. Website: www.huntco.com
- B. Tree Grate:
 - 1. Manufacturer: Ironsmith or approved equal
 - 2. Model: 6044, Briar, two sections
 - 3. Frame Model: 6000F
 - 4. Size: 60" x 60", with 1/4" maximum slot opening for ADA compliance
 - 5. Material: Gray iron
 - 6. Tree Opening: 16"
 - 7. Finish: Unfinished (manufacturer's standard)
 - 8. Website: <http://www.ironsmith.cc/TREE-GRATES-ABOUT.htm>
- C. Trash & Recycling Bins:
 - 1. Manufacturer: Tournesol Siteworks
 - 2. Model – Trash: Flight Deck # FD-G32
 - 3. Model – Recycling: Flight Deck #FDR32
 - 4. Material: 11-gauge formed and welded steel with built-in rain shield top
 - 5. Mounting: Surface mount per manufacturer's installation instructions.
 - 6. Website: <https://www.tournesol.com/products/product/flight-deck-street-garden-bins>

- D. Skateboard Locker:
1. Manufacturer: Skateboard Lockers or approved equal
 2. Model: Single-Sided Standard 8, and Single-Sided Longboard 8
 3. Mounting: Surface mount per manufacturer's installation instructions.
 4. Website: <https://www.skateboardlockers.com/>

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify site conditions and report to Architect in writing any conditions that may adversely affect installation prior to commencing work.

3.2 INSTALLATION

- A. Install pre-fabricated units and miscellaneous elements in accordance with manufacturer's printed instructions, field-assembly requirements, and installation details.
- B. Anchor to substrate according to manufacturer's instructions. Supply fastening hardware not supplied by the manufacturer as required for mounting and anchoring pre-fabricated units.
- C. Install items level and plumb.

3.3 ADJUSTING

- A. Adjust as required.

3.4 CLEANING AND REPLACEMENT

- A. After completing site furnishing installations, inspect components. Remove blemishes, dirt, and debris. Repair damaged finishes to match original finish. Replace items where finishes cannot be repaired.

END OF SECTION

**SECTION 32 8424
IRRIGATION****PART 1 - GENERAL****1.1 WORK INCLUDED**

- A. Provide underground landscape irrigation system as indicated on the Drawings and as herein specified.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
1. ASTM A53: Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 2. ASTM D1784: Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
 3. ASTM D1785: Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40 and 80.
 4. ASTM D2466: Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
 5. ASTM D2564: Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
 6. ASTM F656: Standard Specification for Primers for Use in Solvent Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings.

1.3 SUBMITTALS

- A. Product Submittals:
1. Submit product data showing manufacturer's name, catalog number, technical data, and photo or drawing for each component of the irrigation system.
 2. Submit product data no later than 30 days prior to beginning work.
- B. Water Pressure Tests:
1. Submit report of water pressure tests at irrigation water supply connection(s).
 2. Submit report of irrigation pressure tests for main line prior to backfilling.
- C. Existing Irrigation Operation Report to include:
1. Verification of operation for each existing irrigation zone affected by work of this contract.
 2. Repairs required to achieve adequate irrigation coverage in non-operational portions of the system. Include a list of all additional equipment required for repairs.
 3. Recommendations to protect and maintain existing irrigation during work of this contract.
 4. Submit report no later than 30 days prior to beginning work.

1.4 CLOSEOUT SUBMITTALS

- A. Submit Record Drawings at closeout of contract to include:
1. Variations or changes to system.
 2. Main and lateral line locations.
 3. Automatic control valves.
 4. Quick coupling valves.

5. Drain valves.
6. Wire runs.
7. Wire splice valve box locations.
8. Operating and Maintenance instructions for all irrigation equipment.

B. Warranties.

1.5 SITE CONDITIONS

A. Weather Requirements:

1. Do not solvent weld polyvinyl chloride pipe when ambient temperature is below 40°F or above 95°F.
2. Do not solvent weld polyvinyl chloride pipe in wet conditions.

B. Schedule for Installing Pipe, Sleeves and Sprinkler Heads:

1. Schedule installation of pipe sleeves below paving and walks prior to construction.
2. Schedule installation of sprinkler heads after pressure testing and final grading.

C. Complete removal of materials deleterious to plant growth as indicated in Section 329113 – Soil Preparation prior to start of irrigation installation.

1.6 DAMAGES

- A. Restore structures or facilities damaged by irrigation work to original condition.
- B. Repair damage caused by leaks or breaks in equipment and materials furnished or installed in this contract for one year after date of final acceptance.

1.7 EXISTING UTILITIES

- A. Locate and identify, with visible marking, existing underground utilities in areas of work. Utilities to remain in place shall be protected during excavation operations.
- B. Consult with utility owner for instructions before proceeding if uncharted piping or other utilities are encountered during execution of work.
- C. Cooperate with Owner and public or private utility companies in keeping their respective services and facilities in operation. Coordinate temporary interruptions to existing services and facilities and provide temporary utility services.

1.8 REGULATIONS

- A. Work to be accomplished in accordance with applicable Local, State and Federal codes and regulations.

1.9 RECORD DRAWINGS

- A. Maintain a current record of pipe, wire, and equipment placement, and record variations or changes.
- B. Include Record Drawings in Operating and Maintenance Manual.

1.10 WARRANTIES

- A. Equipment Warranty: Provide manufacturer's standard warranty for all specified equipment.
- B. Installer's Warranty:
 - 1. Warranty all irrigation pipes to be free of leaks for one year from the date of final acceptance.
 - 2. Warranty shall include repair of trench backfill that settles more than 1" and repair of plantings, paving, and improvements damaged by settlement of trench backfill soils during warranty period.

1.11 QUALIFICATIONS

- A. Irrigation Installer: The landscape construction professional as defined in ORS 671.520 and performing work under this section of the contract shall hold a valid landscape contractor's license in accordance with ORS 671.510 to 671.760.

PART 2 - PRODUCTS**2.1 PVC PIPE**

- A. Polyvinyl Chloride Plastic (PVC) Pipe: PVC 1120, Type 1, normal impact, I.P.S., N.S.F. approved or accepted substitute.
 - 1. Main and Lateral (Zone) Lines: Schedule 40 PVC pipe, conforming to ASTM D1784, ASTM D1785 and PS22.
 - 2. PVC pipe to be new, defect free, continuously and permanently marked with manufacturer's name or trademark, size, schedule and type of pipe.

2.2 PVC PIPE FITTINGS

- A. PVC Fittings: PVC 1120, schedule 40, type 1, normal impact, I.P.S., N.S.F. approved meeting requirements of ASTM D2466 or accepted substitute.
- B. PVC nipples to be standard weight schedule 80, with molded threads.

2.3 PVC SOLVENT CEMENT

- A. For pipe diameter up to 1-1/2": Weld-On 721 blue color, or accepted substitute, meeting N.S.F. approval for Type I and II PVC and requirements of ASTM D2564.
- B. For pipe diameter 2" and larger: Weld-On 711 gray color, or accepted substitute, meeting N.S.F. approval for Type I and II PVC and requirements of ASTM D2564.

2.4 PVC PRIMER

- A. Weld-On P-70, purple color, or accepted substitute, meeting requirements of ASTM F656.

2.5 PVC SLEEVES

- A. Schedule 40 PVC, sized two times the diameter of the pipes scheduled to be contained in the sleeve. Minimum sleeve size is 6" diameter, unless otherwise noted on the Drawings.

2.6 GALVANIZED STEEL PIPE AND FITTINGS

- A. Pipe: Schedule 40, hot-dipped galvanized, conforming to ASTM A53.
- B. Fittings: Hot-dipped galvanized, malleable iron.

2.7 IRRIGATION HEADS

- A. See schedule on the Drawings.

2.8 VALVES AND ACCESSORIES

- A. Control Valves: See schedule on the Drawings.
- B. Main Line Isolation Valves:
 - 1. Manufacturer: Tuf-Skin or approved equal.
 - 2. Type: Lever-operated butterfly valve, 150-PSI min. rating, with cast iron body, stainless steel butterfly valve, resilient rubber seat and flanged fittings.
 - 3. Size: Same size as line on which it is installed, unless otherwise indicated on the Drawings.
- C. Valve Boxes for Control and Isolation Valves: 12" minimum size box, one box for each valve, with locking lid, and with 3" and/or 6" extensions as needed to facilitate required installation.
 - 1. Valve boxes shall be no closer than 12 inches apart, when multiple valve boxes are placed together.
 - 2. Manufacturer: Carson, Armor, or approved equal with "T" top lid.
- D. Manual Angle Valve: Brass manual angle valve with unions and "T" stem, same size as line on which it is installed.
- E. Manual Drain Valves: Brass manual valve with "T" stem. Valves shall be 1" size.
- F. Quick Coupling Valves: See schedule on the Drawings.
- G. Valve Boxes for Quick Coupling Valves and Manual Drain Valves: Carson, Armor, or approved equal, 10" diameter round valve boxes, one box for each valve.
- H. Air-relief Valves:
 - 1. Manufacturer & Model: Nelson ACV200B Air Control Valve with brass base.
 - 2. Size: Same size as line on which it is installed, unless otherwise recommended by the manufacturer.
- I. Pressure Reducing Valve: See Drawings.

2.9 IRRIGATION CONTROLLER

- A. Controller: See schedule on the Drawings.
- B. Weather Sensor: See schedule on the Drawings.

2.10 IRRIGATION CONTROL WIRE, DECODERS, AND SURGE PROTECTION

- A. Controller to Control Valves: No. No. 14 AWG, single strand insulated copper wire, designed for 24 volts or greater, Type UF, UL approved for direct burial in NEC Class II circuits.
 - 1. Common wire: white color.
 - 2. Control wire: red color.
- B. Surge Protection: Lightning arrestor surge protection as recommended by the manufacturer.

2.11 BACKFLOW PREVENTION DEVICE

- A. Backflow Prevention Device: Existing. See notes on Drawings.

2.12 WATER SOURCE

- A. Existing domestic water service dedicated for landscape irrigation as indicated on the Drawings.

2.13 OTHER MATERIALS

- A. Keys:
 - 1. Two (2) keys for each type of locking valve box, cover, or valve with integral locking lid.
 - 2. Two (2) valve-operating keys of type and length required to operate manual drain valves.
- B. Electrical Connectors: Water-tight electrical connectors.
 - 1. 3-M DBY.
 - 2. RainBird DB Series.
 - 3. Or accepted substitute.
- C. Locator Wire: All main lines to be marked with continuous 14-gauge, single-strand locator wire, with light blue color coating. Provide minimum 3'-0" long coiled loop of locator wire in each valve box.
- D. Concrete for Thrust-Blocking: Concrete for thrust blocks to be from same source and conform to pipe manufacturer's recommendations and applicable ASTM requirements.
- E. Pipe Joint Tape: Minimum of 1/2" Teflon tape intended for use in wrapping threaded PVC and/or galvanized pipe fittings and joints, as required.
- F. Drain Rock: 1/4" round clean, washed pea gravel.

PART 3 - EXECUTION**3.1 GENERAL**

- A. Site Verification of Conditions:

1. Examine site for conditions which will adversely affect execution, permanence, quality of work, operation of irrigation, and survival of plant material and lawn.
 2. Verify that existing irrigation systems are operational prior to beginning work.
 3. Report conditions detrimental to operation of irrigation and completion of work.
 4. Begin Work required in this Section only after conditions are satisfactory.
 5. Start of Work in this Section denotes acceptance of existing conditions.
- B. Do not allow work to be covered or enclosed until it has been reviewed, pressure tested, and approved by the Landscape Architect.
- C. Code Requirements:
1. Installation of materials and equipment shall be in accordance with manufacturer's written specifications and recommendations, and all local and state codes.
 2. Contractor is responsible for identifying conflicts between manufacturer's written specifications and recommendations, local and state codes, and the Contract Documents.
 3. Contractor shall correct work installed to meet manufacturer's or code requirements at no additional cost.
- D. Minor changes necessary to conform to ground conditions may be made without the Landscape Architect's approval. Changes shall be recorded on the Record Drawings.
- E. Obtain written permission to shut off any water lines prior to work. Keep disruptions in service to a minimum.
- F. Maintain system and protect it from damage, including damage caused by vandalism or adverse weather conditions, until date of final acceptance. Repair damage at no additional cost to the Owner.

3.2 PIPE TRENCHING

- A. Minimum depth of cover to top of irrigation piping shall be as follows:
1. Lateral Lines: Minimum of 12" deep.
 2. Mainline: Minimum of 18" deep.
 3. Sleeves under vehicular pavement: Minimum of 24" deep
- B. Backfill trenches in cool part of day to minimize expansion and contraction of PVC pipe.
- C. Remove debris, trash, rocks, and other foreign material from irrigation trenches.
1. Irrigation lines to have a firm, uniform bearing surface for entire length of each line.
 2. Wedging or blocking of pipe other than specified thrust blocking is not permitted.
- D. Before backfilling trenches, pipe shall be flushed clear and clean of dirt and foreign material. (See 3.12 FLUSHING, TESTING, AND ADJUSTING)
- E. Backfill trenches in layers of not more than 6" in depth and compact each layer.
1. Fill trenches to finish grade with planting soil.
 2. Restore disturbed surfaces to original condition or better.
- F. Repair or replace materials and equipment damaged or destroyed while backfilling.

3.3 PIPE

- A. Exercise care in handling and storing pipe and fittings.
 - 1. Store materials under cover before using.
 - 2. Transport materials in a vehicle of adequate size and capacity to prevent bending or concentration of an external load at any point on materials.
 - 3. Materials or portions of materials that are damaged shall be discarded and replaced.
- B. Remove foreign matter and dirt from inside pipe or fittings before lowering into trench.
- C. Install pipe and fittings per manufacturer's specifications with specified materials. Use Teflon tape on threaded joints.
- D. Install locator wire on top side of pipe.
 - 1. Tape locator wire to pipe at no less than 20'-0" intervals.
 - 2. Sections of locator wire shall be spliced together with watertight splice connectors, to provide a continuous run.
- E. Install concrete thrust blocks at changes of direction for main line pipe 2-1/2" or greater in diameter. Pour a minimum of 1 cubic foot of pre-mixed concrete against pipe and firm soil, in accordance with pipe manufacturer's recommendations.
- F. Snake pipe in trenches where applicable to allow for expansion and contraction as recommended by manufacturer.
- G. Cut pipe ends square and remove burrs.
- H. Repair settlement of backfilled trenches during warranty period and completely restore and repair plantings, paving and other site improvements disturbed by irrigation construction.

3.4 PRESSURE REDUCING VALVE

- A. Install complete with fittings, valve boxes and extensions.

3.5 CONTROL VALVES

- A. Valve boxes to be installed with top of box 1/2" above finish grade.
- B. Install valves in box allowing room to perform ongoing maintenance.
- C. Place drain rock in valve box to within 2" of bottom of valve assembly.
- D. A maximum of two one-inch valves may be installed per jumbo size valve box. Install one control valve assembly per valve box for valves larger than one inch.
- E. Provide jumbo valve box if necessary to allow room for maintenance.
- F. Connect control valve decoders to irrigation controller according to manufacturer's instructions.

3.6 DRAIN VALVES

- A. Install complete with fittings, valve boxes and extensions. Install a minimum of one cubic foot of drain rock at each drain valve location.

3.7 ISOLATION AND AIR-RELIEF VALVES

- A. Install complete with fittings, valve boxes and extensions.
- B. Air-relief Valves: Install in quantities and locations as recommended by the manufacturer.

3.8 QUICK COUPLING VALVES

- A. Install quick coupling valves on double swing joint assemblies plumb and flush to grade. Angle of nipple relative to main line shall be no more than 45 degrees and no less than 10 degrees. Install quick coupling valves as detailed on the Drawings.

3.9 IRRIGATION HEADS

- A. Install irrigation heads of types, sizes, and coverage indicated in Irrigation Legend at locations shown on the Drawings.
 - 1. Minor changes in head location may be necessary to achieve the required coverage.
 - 2. Make changes at no additional expense to the Owner.
 - 3. Notify the Landscape Architect for approval prior to making major changes.
 - 4. Document changes on the Record Drawings.
- B. Locate heads no closer than 6" from any adjacent edge of paving, curb, wall, or fence.

3.10 IRRIGATION SLEEVES

- A. Install sleeves for irrigation lines and/or control wire under pavement prior to placing pavement materials.
 - 1. Extend sleeves beyond pavement edge a minimum of 12".
 - 2. If length of required sleeve is greater than the length of a single piece of pipe, solvent weld joints, otherwise sleeves shall be one continuous length of pipe.
- B. Tape ends of sleeve closed with a minimum of three layers of duct tape to keep soil out of sleeve until irrigation lines and/or control wire are installed.
- C. Permanently attach a single length of 14-gauge locator wire to the entire length of the sleeve.
- D. Stake both ends of sleeves with a readily visible stake extending 12" above grade and below grade to the bottom of sleeve.
 - 1. Mark above-grade portion of stake with words 'Irrig. Sleeve.'
 - 2. Remove stakes after sleeves are recorded on Record Drawings and after irrigation lines and/or control wires are installed and inspected.

3.11 IRRIGATION CONTROL WIRE

- A. Lay control wires in trench under mainline and/or lateral lines whenever they occur in same trench. Place control wires in sleeves when under paving, and when not in common trench with mainline and/or lateral lines.
- B. Wire splices to be moisture proof using specified electrical connectors according to manufacturer's installation instructions.

1. Make splices only in valve boxes.
2. Provide minimum 1'-0" length of coiled slack between wire splices.
- C. Control wires shall be bundled together and wrapped with electrical tape at intervals of no more than 10'-0". Wires shall be placed below mainline and/or laterals when in same trench.
- D. Clearly mark both ends of wiring, on a permanent tag, with number of corresponding valve and controller station. Locate one tag at each control valve and one tag per wire in controller.
- E. Sharp bends or kinks in wiring not permitted.
 1. Wires to be unreeled in place alongside of or in trench and carefully placed along bottom of trench.
 2. Do not unreel wire and pull into trench from one end.

3.12 FLUSHING, TESTING, AND ADJUSTING

- A. Thoroughly flush all main and lateral (zone) lines before testing and installation of irrigation heads and before backfilling trenches.
- B. Do not install irrigation heads until after main line pressure testing and lateral line leak testing has been completed and approved.
- C. Do not backfill irrigation trenches before main line pressure testing and lateral line leak testing has been completed and approved.
 1. Soil may be placed in trenches between fittings and couplings to insure stability of line under pressure.
 2. Fittings and couplings must be left uncovered for visual inspection for full period of test.
 3. Do not test until last solvent welded joint has had a minimum of 24 hours to set and cure, or longer if required by manufacturer's instructions.
- D. Before testing, fill main lines with water and expel air from pipes.
- E. In System with Concrete Thrust Blocks:
 1. Allow minimum 5 days cure before testing.
 2. Allow 3-day cure for high early strength concrete.
- F. Main line pressure testing:
 1. Minimum Pressure Test on Main Lines, Valves, Joints and Fittings: 100 pounds per square inch without losing more than 3 pounds per square inch for a period of 1 hour. Provide equipment to achieve required hydraulic test pressure without injection of air into main lines.
 2. Close all valves and cap all piping and fittings as necessary to isolate main line and conduct pressure testing.
 3. Perform preliminary test and repair any leaks or defects.
 4. Testing to be performed with a certified liquid-filled pressure gauge.
 5. Perform final pressure test in the presence of the Landscape Architect.
 6. Contractor shall provide minimum 48-hour notice to Landscape Architect requesting observation of final pressure test.
 7. Piping may be pressure tested in sections if approved by Landscape Architect.
- G. Lateral (zone) line leak testing:

1. Perform lateral line leak testing for each control valve in numerical sequence, immediately after main line pressure testing has been approved, in the presence of the Landscape Architect.
 2. Open each control valve, one at a time, under main line dynamic pressure to demonstrate the absence of leaks at valves, pipe joints, and fittings.
- H. Where inspected work does not comply with specified requirements or if pressure tests fail, replace rejected work until compliance is achieved.
- I. Adjust and balance irrigation system to provide uniform coverage.
 1. Change, reset or adjust heads and/or nozzles as required to provide uniform coverage and match final grades.
 2. Perform final coverage test by operating each control valve in the presence of the Landscape Architect when the irrigation system has been completely installed and adjusted.
 - J. Locator wires must be tested and approved. Wire tests to be conducted by Owner or designated representative.

3.13 IRRIGATION CONTROLLER

- A. Install controller and cabinet at location shown on the Drawings according to manufacturer's installation instructions.
- B. Connect controller to power supply according to all code requirements and manufacturer's installation instructions.
- C. Install electrical surge protection for irrigation control system according to all code requirements and manufacturer's installation instructions.
- D. Install weather sensor and connect to irrigation controller according to manufacturer's installation instructions.

3.14 CLEAN-UP

- A. Remove packaging, excess materials, and trash, and dispose of in a legal manner.

3.15 FINAL SUBMITTALS AND TRAINING

- A. Irrigation Valve Schedule, laminated on both sides with plastic, for placement inside irrigation controller.
- B. Clean print of final Project Record Drawing, reduced by 50% and with zones clearly color-coded, for delivery to Owner's Representative.
- C. Provide a minimum of two (2) hours of training and orientation with Owner's Representative to demonstrate operation, adjustment, and maintenance of irrigation system. Review spring activation and winterization operations as part of the Owner's training and orientation procedures.

END OF SECTION

**SECTION 32 9113
SOIL PREPARATION****PART 1 - GENERAL****1.1 WORK INCLUDED**

- A. Placing existing and imported topsoil in lawn and planting areas.
- B. Preparing planting soil materials and areas to be planted with shrubs, ground cover, and lawn at locations indicated on the Drawings and as herein specified.

1.2 REFERENCES

- A. Definition of Noxious Weed: As designated on State of Oregon Dept. of Agriculture's Noxious Weed List. Species include but are not limited to Blackberry, Canada Thistle, Dandelion, Horsetail, Morning Glory, Nut Sedge, Poison Oak, Rush Grass, Annual Bluegrass, Bermuda Grass, Brome, Crabgrass, Johnson Grass, Nut Grass, and Quack Grass.

1.3 SUBMITTALS

- A. Topsoil:
 - 1. Submit written verification of source and type of imported topsoil.
 - 2. Submit analysis of existing (on-site) and imported topsoil from licensed soils testing laboratory for approval prior to reuse of existing topsoil or delivery of imported topsoil. See paragraph 2.1 A. for test requirements.
 - 3. Sample: Submit 1/2-gallon sample each of existing and imported topsoil.
- B. Submit manufacturer's or vender's certified analysis of compost, fertilizers, and soil amendments.

1.4 QUALITY ASSURANCE

- A. Qualifications of Topsoil:
 - 1. Prior to delivery of imported topsoil, submit written statement giving location of property from which topsoil will be obtained. The Landscape Architect may inspect site.
- B. Regulatory Requirements: Meet State of Oregon licensing requirements for the application of herbicides.
- C. Packing and Shipping: Deliver commercial fertilizer in original containers with labels indicating weight, chemical analysis and name of manufacturer.
- D. Storage and Protection:
 - 1. Store fertilizers and amendments in dry place and protect from contamination.
 - 2. Protect soil materials from deterioration by moisture, erosion, freezing temperatures, and chemical contamination during storage and handling.
 - 3. Protect existing and new improvements from damage and staining.
 - 4. Provide protective cover and barriers as necessary to prevent damage and staining.

1.5 SITE CONDITIONS

- A. Environmental Requirements: Prepare soil only when topsoil is not in a wet, muddy, or frozen condition.
- B. Complete subgrade preparation prior to placing topsoil (see paragraph 3.2, this section).
- C. Scheduling: Schedule preparation of areas to be seeded within 48 hours prior to application of seed.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Existing (On-site) and Imported Topsoil:
 - 1. Fertile, friable, natural loam, surface soil, capable of sustaining vigorous plant growth; porous and free draining; free of subsoil clay lumps, brush, noxious weeds, weed seeds, roots, stones larger than 1-1/2 inches in any dimension and other material harmful to plant growth. Throughout landscape installation landscape shall be kept free of weeds. All landscape areas shall be treated to remove noxious weeds, and weed seeds.
 - 2. Topsoil samples and analysis from a licensed soils laboratory shall be submitted to the Landscape Architect for approval prior to delivery or use of any topsoil on the project site. Soil sample shall be a composite acquired from four different sections of the stockpiled soil or four different locations on the site at a depth between six and twelve inches, for a total combined quantity of one-half gallon. Sampling shall be observed by the Architect or Inspector of Record and a written verification describing the sampling locations and process observed shall be provided to the Landscape Architect. Soil test shall include the following: sieve analysis of soil particle size; magnesium, nitrogen, phosphorous, boron, zinc, and potassium levels; soluble salt level; pH; organic matter; and infiltration rate. Test results shall include specific recommendations for soil conditioners, amendments and fertilizers to adjust the soil to meet the description noted above. A written narrative summarizing the analysis and recommendations shall be included in the submittal.
 - 3. Acceptable gradation as defined by USDA triangle of physical characteristics as measured by hydrometer:
 - a. Sand: 15 to 60 percent.
 - b. Silt: 10 to 60 percent.
 - c. Clay: 5 to 30 percent.
- B. On-Site or Imported Earth Fill: Approved excavated earth fill materials, free of subsoil clay lumps, brush, weeds, roots, stones larger than 1-1/2 inches in any dimension and other material harmful to plant growth.
- C. Lime: Dolomite limestone, calcium magnesium carbonate, 50% passing through a 100 mesh sieve, 95% to 100% passing through a 20 mesh sieve, agricultural ground grade, minimum neutralizing value of 90%.
- D. Compost: 1/4-inch minus fir or hemlock sawdust aged a minimum of 2 years, or approved substitute.
- E. Fertilizers and Amendments:
 - 1. Lawn Fertilizer: Best Fertilizer Triple Pro 15-15-15, or approved equal.
 - 2. Planting Bed Fertilizer: Best Fertilizer Triple Pro 15-15-15, or approved equal.
 - 3. Mycorrhizae Soil Amendment: Plant Success Mycorrhizae Tablets, or approved equal.

PART 3 - EXECUTION**3.1 PERFORMANCE**

- A. Site Verification of Conditions:
 - 1. Examine site for conditions which will adversely affect execution, permanence, quality of work, survival of plant material, and survival of lawn.
 - 2. Verify that grade and slopes of lawn areas and planting beds are acceptable to the Landscape Architect prior to beginning soil preparation.
 - 3. Report existing conditions detrimental to completion of soil preparation work.
 - 4. Begin Work required in this Section only after conditions are satisfactory.
 - 5. Start of Work in this Section denotes acceptance of existing conditions.

- B. Protection of Existing Site:
 - 1. Protect utility lines and site improvements.
 - 2. Stake location of underground utilities and avoid excavation in these areas beyond safe limits.
 - 3. Hand excavate where required to avoid utility line damage.

3.2 SUBGRADE PREPARATION

- A. Removal of Materials Deleterious to Plant Growth including the following:
 - 1. Remove all gravel, aggregate base rock material, asphalt, concrete, roots of any dead tree or tree/plant to be removed, and all construction debris, from planting beds to a minimum depth of 18" inches below finish grade, and a minimum depth of 12" inches below finish grade for areas to be seeded.
 - 2. Replace with earth fill, if necessary, to bring subgrade to correct levels prior to placing topsoil.
- B. Scarify Subgrade:
 - 1. For shrub and groundcover areas, scarify subgrade to a depth of 12 inches in two directions at 90 degrees to each other, where topsoil is scheduled to be placed, to ensure interfacing of subsoil and topsoil, and to achieve specified compaction density.
 - 2. For areas to be seeded, scarify subgrade to a depth of 6 inches in two directions at 90 degrees to each other, to ensure interfacing of subsoil and topsoil, and to achieve specified compaction density. This shall be completed in areas where topsoil is scheduled to be placed, and where native soils are to be amended.
 - 3. Repeat cultivation and scarification prior to placing topsoil planting mix in planting areas where compaction exceeds 75% of maximum density, and where surface soils have sealed and/or formed a soil lens inhibiting drainage.

3.3 PREPARATION

- A. Stockpiling:
 - 1. Stockpile and protect existing and imported topsoil on site in designated location as directed by Owner's representative.
 - 2. Do not mix other excavated materials with stockpiles.
- B. Preparing Shrub and Ground Cover Planting Bed Areas:
 - 1. Place 12" depth of topsoil at areas to be planted with shrubs and groundcovers.
 - 2. Place 18" depth of topsoil where trees are to be placed in a diameter of 3 times the root ball.
 - 3. Spread 3" depth of compost, and 13.5 pounds per 1,000 square feet of Planting Bed Fertilizer.
 - 4. Apply additional soil amendments as required by soil test analysis at the rate indicated by the analysis.
 - 5. Till soil amendments into topsoil to a minimum depth of 8".
 - 6. Float amended topsoil to 3" below finish elevations.
 - 7. Place Mycorrhizae Tablets in each plant pit at the time of planting according to the manufacturer's specifications:
 - a. 1 tablet for each 4" pot
 - b. 2 tablets for each 1 gallon container
 - c. 4 tablets for each 3 gallon container
 - d. 8 tablets for each 5 gallon container
 - e. 10 tablets per inch of stem width for each tree (e.g. 20 tablets for each 2" caliper tree)

- C. Preparing Areas to be Seeded:
 - 1. Place 4" depth of topsoil.
 - 2. Apply lime 2 weeks prior to seeding if indicated by soil test analysis at the rate indicated by the analysis.
 - 3. Spread 2" depth of compost and 6.7 pounds per 1,000 square feet of Lawn Fertilizer.
 - 4. Apply additional soil amendments as required by soil test analysis at the rate indicated by the analysis.
 - 5. Till soil amendments into topsoil to a minimum depth of 6".
 - 6. See Civil Drawings and Specifications for preparation of bottom portion of Detention Area.
- D. Finish Grading for Areas to be Seeded:
 - 1. Remove high spots and fill depressions.
 - 2. Drag and hand rake lawn areas to produce smooth, even grades.
 - 3. Maintain existing grades at limits of Work.
 - 4. Slope to grades acceptable to the Landscape Architect.
 - 5. Provide positive, 2% minimum drainage and as shown on the Drawings.
 - 6. Provide positive, 2% drainage away from each tree.
 - 7. Remove gravel and stones larger than 1".
 - 8. Remove or break up soil clods larger than 1".
 - 9. Remove sticks, trash, debris, and material deleterious to plant life.

3.4 COMPLETION

- A. Adjusting and Cleaning:
 - 1. Restore eroded, settled, or compacted soil to specified condition prior to landscape planting and seeding.
 - 2. Remove excess topsoil and soil amendments from adjacent paving, curb, and walk surfaces.
 - 3. Provide protective cover and barriers as necessary to prevent damage and staining.
 - 4. Remove debris, topsoil, fertilizer, soil amendments, and soil mixes from curbs, walks, paving, and other improvement surfaces daily.
 - 5. Sweep and hose down curb, pavement, and walk areas daily as necessary to maintain clean surfaces.
 - 6. Transport surplus materials to a legal disposal area.

END OF SECTION

**SECTION 32 9200
HYDROSEEDING****PART 1 - GENERAL****1.1 WORK INCLUDED**

- A. Hydroseeding new lawn.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Maintenance Fertilizer
 - 2. Hydro (Wood Fiber) Mulch
 - 3. Tackifier
- B. Submit seed vendor's certified statement of analysis for grass seed mix.
 - 1. Comply with standards established by the Association of Official Seed Analysts.
 - 2. Seed shall have a guaranteed minimum germination rate of 80%.
 - 3. Seed must contain a maximum of 1.0% total weed seed by weight.
- C. Maintenance Instructions: Submit written recommendations for turf maintenance procedures for one calendar year. Submit before expiration of required establishment period.

1.3 REGULATORY REQUIREMENTS

- A. Meet State of Oregon licensing requirements for the application of herbicides.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

1.5 SITE CONDITIONS

- A. Environmental Requirements:
 - 1. Apply seed when wind velocity is less than 5 miles per hour at the site.
 - 2. Do not plant lawns when the air temperature is below 40°F or above 90°F.
- B. Scheduling:
 - 1. Perform seeding work after soil preparation, planting, irrigation, and other work affecting ground surface has been completed.
 - 2. Seed lawns between April 15 and October 15, unless otherwise approved by the Owner.
 - 3. Apply seed within 4 hours after final preparation of seeding areas.
 - 4. If approved by Owner to seed after October 15, increase grass seed mixture by one pound per 1000 square feet per week up to a total of 12 pounds per 1000 square feet.

1.6 MAINTENANCE

- A. Lawn Establishment Period: Begin maintenance immediately after each area is seeded and continue until acceptable lawn is established, but for not less than the following periods:
 - 1. 60 days from date of seeding

2. When establishment period has not elapsed or lawn is not fully established before end of planting season, continue maintenance during next planting season.
- B. Lawn Maintenance:
1. Irrigate new seeded lawn areas at a maximum rate of 0.5" of water per hour to keep soil materials moist.
 2. Do not walk on lawn areas for the first 30 days to irrigate, weed, or replace grass seed without using plywood protection boards to walk over prepared lawn areas.
 3. Apply Maintenance Fertilizer within the maintenance period at 5 pounds per 1,000 square feet if required to supplement lawn establishment after germination or as directed by the Landscape Architect.
 4. Water fertilizer thoroughly into soil.
 5. Keep grass mowed to a height of 1-1/2" to 2", removing no more than 1/3 of the grass leaf with each mowing.
 6. Mow grass only when ground is sufficiently firm to prevent ruts and depressions exceeding 1/8" caused by mowing equipment wheel loads.
 7. Reduce or temporarily terminate watering as necessary to allow mowing machinery to be used without causing ruts and depressions exceeding 1/8".
 8. Remove excess accumulations of grass clippings within 2 hours after mowing and legally dispose of off Project site.
- C. Repair of Lawn Areas:
1. Apply grass seed to bare areas that occur in lawn areas during the establishment period.
 2. Reseed lawn areas where soil erosion or poor germination causes bare areas.
 3. Immediately remove and replace seeded areas showing excessive growth of perennial and annual weeds, deficient grass growth, or damage.
 4. Completely remove weeds including weed roots.
 5. Remove and replace unaccepted lawn areas in accordance with requirements in this Section.
- D. Maintenance Conclusion: Notify Owner in writing 5 days minimum prior to Owner assuming maintenance responsibility for lawn areas.
- E. Lawn Acceptance:
1. Acceptance of seeded lawn areas is contingent upon meeting the requirements of this Section and the establishment of a healthy, weed-free stand of grass, uniform in thickness, texture, color, and height.
 2. Coverage Requirements: 90% coverage over any 10 sq. ft. area, with bare spots not exceeding 5 by 5 inches.
 3. Weed-free Tolerance: One broadleaf or narrow-leaf weed for each 50 square feet of lawn area.
 4. Re-establish unaccepted lawn and provide maintenance beyond the required establishment period as necessary to achieve specified results.

1.7 QUALIFICATIONS

- A. Installer Qualifications: The landscape construction professional as defined in ORS 671.520 and performing work under this section of the contract shall hold a valid landscape contractor's license in accordance with ORS 671.510 to 671.760.

PART 2 - PRODUCTS

2.1 SEEDING MATERIALS

- A. Fertilizer and Accessories:
1. Maintenance Fertilizer: Best Turf Gold 22-5-6, or approved equal.
 2. Vapor Retarder: 6 mil thick, black polyethylene sheet.
- B. Grass Seed:

1. Lawn Mix: "Team Jr." three-way turf type tall fescue blend by Sunmark Seeds International, Inc., or approved equal.
 2. All lawn seed shall be State of Oregon Department of Agriculture Certified Blue Tag Seed.
 3. Inoculate all seed blends with mycorrhizae according to the manufacturer's recommended application rate.
- C. Hydro Mulch:
1. Material: Virgin wood cellulose fiber containing no growth or germination inhibiting factors.
 2. Application Metering Material: Green dye to facilitate visual metering.
 3. Performance Characteristics: Forms homogenous slurry upon agitation for rapid and even dispersal.
 4. Acceptable Wood Fiber Mulches: Eco-Fiber by Profile Products or approved equal.
- D. Binder or Tackifier: Agritek-PAM or approved equal.

2.2 EQUIPMENT

- A. Hydraulic Hydro-seeding Equipment: Continuous mixing and agitating action to mix water, seed, fertilizer, and mulch and distribute the mixture on lawn areas.
- B. Temporary Fence:
1. Posts: Pre-painted 6' long steel tee posts, or accepted substitute.
 2. Fence: 4' high orange plastic safety fence.

PART 3 - EXECUTION

3.1 PERFORMANCE

- A. Verification of Conditions:
1. Inspect topsoil in new lawn areas.
 2. Verify compliance with required soil preparation, compaction, grades, slope to drains, and completion of underground utility lines in lawn areas.
 3. Start of lawn planting Work indicates acceptance of subgrade and topsoil conditions.
- B. Protection of Adjacent Surfaces Prior to Seeding: Protect existing utility systems, paving, walks, curbs, and other site improvements from damage during seeding.
- C. Protection of Adjacent Surfaces Prior to Hydro-seeding: Install 10 feet minimum width vapor retarder sheet cover at perimeter of hydro-seeding area to prevent hydro-seeding drift on adjacent surfaces.
- D. Surface Preparation for Seeding:
1. Comply with requirements in Section 32 91 13, Soil Preparation.
 2. Remove hard or soft topsoil areas and adjust grade of topsoil where required.
 3. Lightly irrigate dry planting soil.
 4. Allow time for free surface water to drain prior to seeding.
- E. Hydro-seeding:
1. Seed all new lawn areas shown on Drawings and areas disturbed as a result of construction operations.
 2. Apply seed, mulch, fertilizer, amendments, and water uniformly in one application with hydraulic equipment to prepared lawn areas.
 3. Lawn mix: Apply 8 pounds seed for each 1,000 square feet.
 4. Apply 70 pounds (dry weight) wood fiber mulch for each 1,000 square feet and 2 pounds binder or tackifier for each 1,000 square feet.
 5. Apply mixture through a pressure spray distribution system providing a continuous, non-fluctuating discharge of mixture in the above quantities uniformly on lawn areas.
 6. Apply seed and mulch mixture using a sweeping, horizontal motion of spray distribution system.

7. Do not seed within 2 feet of base of trees.

3.2 COMPLETION

- A. Adjusting and Cleaning:
 1. Contractor may adjust method of seeding application only when written request is acceptable to the Owner.
 2. Repair or replace irrigation system components damaged during lawn seeding.
 3. At completion of Work in each area, remove debris, equipment, and surplus materials.
 4. Wash walks, walls, and paving areas adjacent to lawn areas to completely remove seed, mulch, soil materials, and stains from exposed surfaces.
- B. Installation of Temporary Fence:
 1. Install temporary fence at perimeter of lawn areas where adjacent to access routes, and as necessary to prohibit public access.
 2. Install posts at 10 feet on center maximum, to a minimum depth of 18".
 3. Keep fence erect and taut at all times.
 4. Remove fence when lawn areas are established and accepted.

END OF SECTION

**SECTION 32 9300
PLANTNG****PART 1 - GENERAL****1.1 WORK INCLUDED**

- A. Planting trees, shrubs, and ground covers.
- B. Mulching.
- C. Plant establishment and warranty period.

1.2 SUBMITTALS

- A. Product Submittals:
 - 1. Sample: Submit 1/2 gallon product sample of bark mulch prior to delivery at the site.
 - 2. Submit a sample of plant guys.
- B. Quality Assurance Submittals:
 - 1. Submit written confirmation of plant order with landscape bid. Substitution requests for plants must be submitted prior to bidding. See submittal procedures.
 - 2. Submit Certificates required by law with plant shipments in the Closeout Manual.
 - 3. Submit notification to Owner 14 days minimum prior to Owner assuming plant maintenance responsibility that indicates the recommended landscape maintenance procedures for the next 60 days.
- C. Sample Warranty: For special warranties.
 - 1. Sample: For special warranties.

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plant during the calendar year. Submit before expiration of required maintenance periods.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: The landscape construction professional as defined in ORS 671.520 and performing work under this section of the contract shall hold a valid landscape contractor's license in accordance with ORS 671.510 to 671.760.
- B. Regulatory Requirements:
 - 1. Comply with minimum requirements for plant quality, grade tolerances, and caliper to height ratios as specified in American Standards for Nursery Stock, ANSI Z60.1.
 - 2. Meet or exceed the specifications of federal, state, and county laws requiring inspection of plants and planting material for plant disease control.
- C. Plant Names:
 - 1. Names and sizes of plants shall comply with the Standards of Practice of the American Association of Nurserymen, Inc.
 - 2. Conform to Standardized Plant Names by J. Horace McFarland Company.
 - 3. Botanical names take precedence over common names.
- D. The Landscape Architect may reject plant material that does not meet specified standards at any time prior to Final Acceptance.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Packing and Shipping:
 - 1. Notify the Landscape Architect of delivery schedule so plant materials may be inspected upon delivery.

2. Do not deliver more plant materials than can be planted in 48 hours.
 3. Deliver packaged materials in manufacturer's unopened containers, fully identified by name, brand, type, weight, and analysis.
- B. Storage and Protection:
1. Protect plants against damage and dehydration.
 2. Cover plant roots and root balls with soil or other accepted material upon delivery, if not scheduled for planting within 4 hours.
 3. Store plant materials in shade and protect against harmful weather.
 4. Store packaged materials to prevent damage and intrusion of foreign matter.

1.6 SITE CONDITIONS

- A. Environmental Requirements:
1. Do not plant when air temperature is less than 35°F or above 90°F.
 2. Do not plant when ground is frozen, excessively wet or dry.
 3. Do not plant when wind velocity exceeds 25 mph.
- B. Scheduling:
1. Conduct landscape work when within the acceptable planting season for each kind of plant.
 2. Coordinate Work with other contractors.

1.7 WARRANTY

- A. Warranty begins on date of Final Acceptance.
- B. Plant materials shall be in healthy condition at end of one-year warranty period, or for one full growing season after installation, whichever is longer.
- C. Replace unhealthy plants within 15 days or as approved by the Landscape Architect.
- D. Corrective Work shall be done within 15 days or as approved by the Landscape Architect.
- E. Contractor is not responsible for plants damaged by vandalism or theft during warranty period.

1.8 MAINTENANCE SERVICE AND PERIOD

- A. Begin maintenance service immediately after planting and continue until Final Acceptance.
- B. Water, weed, fertilize, spray, cultivate, mulch, reset plants to correct grade and upright position, remove dead wood, and perform other necessary maintenance work necessary for healthy growth.
- C. Remove fallen leaves, cones, and plant litter from landscape areas.
- D. Irrigate planting soils when necessary to avoid drying out of plant materials and to promote healthy growth.

PART 2 - PRODUCTS

2.1 PLANTS

- A. Nursery Stock:
1. Healthy, well-branched and rooted, full-foliaged when in leaf, free of disease, injury, insects, weeds, and weed roots.
 2. Typical of plant species and variety.
 3. Plants held in storage will be rejected if they show signs of growth during storage.
 4. Do not use cold storage plants.
 5. Where drawings indicate row planting, furnish plants matched in form.
 6. Plants larger than specified in plant list may be used when acceptable to the Landscape Architect at no additional cost to Owner.
 7. If use of larger plants is acceptable to the Landscape Architect, then increase the spread of roots or root ball in proportion to the plant size.

- B. Plant Names:
 - 1. Furnish plants true to name.
 - 2. Tag a minimum of one of each bundle or lot with common and botanical name.
- C. Balled and Burlapped Plants (B&B):
 - 1. Ball and Burlap with natural ball of size to insure healthy growth.
 - 2. Dig with firm natural balls of earth of sufficient diameter and depth to encompass the feeding root system necessary for full recovery of the plant.
 - 3. Comply with ball sizes listed by American Standard for Nursery Stock.
 - 4. Cracked or broken balls are not acceptable.
- D. Container Grown Plants:
 - 1. Furnish plants in removable containers or integral peat pots.
 - 2. Furnish plants well rooted to ensure healthy growth.
 - 3. Furnish plants grown in containers from six months to two years prior to delivery, with roots filling container but not root bound.
 - 4. Furnish plants grown in container for sufficient length of time for root system to hold container soil together.
- E. Trees:
 - 1. Furnish species that mature at heights over 25 feet with a single main trunk.
 - 2. Do not furnish trees that have a main trunk with two or more co-dominant leaders, or trees with "V" branch connection angles.
 - 3. Do not furnish conifers which have been sheared as for Christmas tree stock.
 - 4. Trees shall not contain pruning wounds with a diameter of more than 1 inch. Pruning wounds must be made at branch collar and have sound bark on all edges.
- F. Shrubs and Ground Covers:
 - 1. Furnish plants with spread and height requirements typical for the species in the specified container size.
 - 2. Furnish plants in a moist and vigorous condition, free of dead wood, bruises, root injuries, and branch injuries.
- G. Plant List: As indicated on the Drawings.
 - 1. Contractor shall verify plant quantities indicated on the Drawings. Quantity errors on the Drawings are not the responsibility of the Owner or the Landscape Architect. Provide sufficient quantity of plants to complete work shown on the Drawings.

2.2 ACCESSORIES

- A. Bark Mulch:
 - 1. Free from weeds, seeds, and material harmful to plant life.
 - 2. Shredded hemlock or fir bark, medium grade, free of wood chips, maximum size to pass 3/4" mesh screen.
- B. Wood Stakes:
 - 1. Wood Species and Grade: Douglas Fir, WCLIB or WWPA No. 2 or Construction grade.
 - 2. Nominal Size for Deciduous Trees: 2" x 2" square, or 2" diameter round, by 8 feet long, or larger if needed.
- C. Plant Guys:
 - 1. Broad belt-type strapping or plastic chain, minimum 1" width.

PART 3 - EXECUTION**3.1 ACCEPTABLE PLANT INSTALLERS**

- A. Employ a planting field superintendent to be present and direct performance of planting Work. Planting superintendent shall be familiar with planting materials and methods of installation.

3.2 PERFORMANCE

- A. Verification of Conditions:
1. Examine planting areas and site conditions prior to starting work.
 2. Verify location of underground utilities prior to starting work.
 3. Starting work indicates acceptance of existing site conditions.
- B. Protection:
1. Protect utility lines.
 2. Barricade and cover excavations as required to protect pedestrians, employees, equipment, and adjacent property.
 3. Protect existing shrubs and trees from damage, discoloration, and soiling.
 4. Protect existing and new improvements from damage, discoloration, and soiling.
 5. Provide protective cover and barriers as necessary to prevent damage and staining.
- C. Preparation:
1. Comply with requirements in Section 32 91 13, Soil Preparation.
 2. Excavate pit to a minimum of three times diameter of root ball or root system, not less than 6" deeper for shrubs, and not to exceed depth of root ball for holes for balled trees.
 3. Assure plant pit drainage by flooding prior to planting.
 4. Immediately prior to planting, scarify bottom and sides of hole with shovel.
- D. Placement of Trees and Shrubs:
1. Set top of root ball 1-1/2 inches above finished grade.
 2. If hole is too deep, fill hole with compacted soil to correct levels. Deep planting is not permitted.
 3. Install plants upright and face plants to give best appearance and relationship to adjacent plants and structures.
 4. Remove root ball containers completely.
 5. After trees have been set in plant pit, remove top and sides of wire baskets. Use bolt cutters to cut wire in several places and remove wire from plant pit. Remove fasteners and burlap wrapping from top third of root ball. Do not bury wire and fasteners in landscape; dispose of legally.
 6. Trim broken and frayed roots and any circularly growing roots conforming to the container shape.
 7. Adjust plant locations to minimize conflicts with irrigation equipment.
- E. Installation of Tree Support: Guy and stake deciduous trees from two directions with guys, guy wire, and stakes as detailed on the Drawings.
- F. Planting Trees and Shrubs:
1. Cut off broken and frayed roots.
 2. Place and compact prepared planting soil carefully to avoid injury to roots and fill voids.
 3. When hole is filled to within 4" of finish grade, fill with water and let stand until water is absorbed by soil.
 4. Backfill with prepared soil mix and compact to eliminate voids.
 5. Place Mycorrhizae Tablets in each plant pit as specified in Section 32 91 13, Soil Preparation. Ensure tablets are in direct contact with plant roots or rootball.
 6. Do not perform initial watering of trees and shrubs by irrigation system. Water plants thoroughly by hand with a hose immediately after planting.

- G. Planting Ground Covers:
 - 1. Install plants at spacing indicated.
 - 2. Dig holes large enough to allow spreading of roots.
 - 3. Backfill with prepared soil mix and compact to eliminate voids.
 - 4. Place Mycorrhizae Tablets in each plant pit as specified in Section 32 91 13, Soil Preparation. Ensure tablets are in direct contact with plant roots.
 - 5. Slightly dish soil surface at each plant and water thoroughly.
- H. Pruning Trees and Shrubs: Prune trees and shrubs to remove damaged, dead and poorly connected branches.
- I. Mulching:
 - 1. Apply 3" thick layer of bark mulch over planting beds within two days after planting.
 - 2. Lift plant foliage above mulch to prevent mulch contact with foliage.

3.3 ADJUSTING AND CLEANING

- A. Remove defective trees, plants, and ground covers from the site within 8 hours after site delivery.
- B. Repair damage to utility lines and site improvements as a result of planting work.
- C. Reshape finish grade to match adjacent surfaces.
- D. Replace defective trees, plants, and ground covers prior to Final Acceptance or where necessary during next planting season.
- E. Remove all weeds from project landscape area.
- F. Remove excess materials from the site.
- G. Sweep clean adjacent paving, curbs, walls, and walk surfaces.

END OF SECTION

**SECTION 33 4211
STORMWATER GRAVITY PIPING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Stormwater drainage piping.
- B. Stormwater pipe accessories.

1.02 RELATED REQUIREMENTS

- A. Section 31 2316.13 - Trenching: Excavating, bedding, and backfilling.

1.03 REFERENCE STANDARDS

- A. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications 2020.
- B. ASTM D3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings 2016.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating pipe, pipe accessories, and [_____].
- C. Project Record Documents:
 - 1. Record location of pipe runs, connections, and invert elevations.
 - 2. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

PART 2 PRODUCTS**2.01 STORMWATER PIPE MATERIALS**

- A. Provide products that comply with applicable code(s).
- B. Plastic Pipe: ASTM D3034, Type PSM, Poly Vinyl Chloride (PVC) material; inside nominal diameter of [per plan] inches ([_____] mm), bell and spigot style solvent sealed joint end.

2.02 PIPE ACCESSORIES

- A. Fittings: Same material as pipe molded or formed to suit pipe size and end design, in required tee, bends, elbows, cleanouts, reducers, traps and other configurations required.
- B. Trace Wire: Magnetic detectable conductor, clear plastic covering, imprinted with "Stormwater Service" in large letters.

PART 3 EXECUTION**3.01 TRENCHING**

- A. See Section 31 2316.13 - Trenching for additional requirements.
- B. Backfill around sides and to top of pipe with cover fill, tamp in place and compact, then complete backfilling.

3.02 INSTALLATION

- A. Install pipe, fittings, and accessories in accordance with manufacturer's instructions. Seal watertight.
 - 1. Plastic Pipe: Also comply with ASTM D2321.
- B. Lay pipe to slope gradients noted on layout drawings; with maximum variation from true slope of 1/8 inch (3 mm) in 10 feet (3 m).
- C. Connect to building storm drainage system, foundation drainage system, and utility/municipal system.
- D. Install continuous trace wire 6 inches (150 mm) above top of pipe; coordinate with Section 31 2316.13.

3.03 PROTECTION

- A. Protect pipe and bedding cover from damage or displacement until backfilling operation is in progress.

END OF SECTION

Attachment A

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts

Val Hoyle
Labor Commissioner
Rates Effective January 1, 2022





VAL HOYLE
Labor Commissioner

In this rate book are the new prevailing wage rates for Oregon non-residential public works projects, effective January 1, 2022.

Prevailing wage rates are the minimum hourly wages that must be paid to all workers employed on all public works projects. In the 2021 Legislative Session, the Legislature passed [Senate Bill \(SB\) 493](#) which was signed by the Governor with the effective date of January 1, 2022. SB 493 amends state PWR law (ORS 279C.815) and provides that the prevailing rate of wage for each locality is the wage in the collective bargaining agreement that covers that occupation. If more than one collective bargaining agreement covers that occupation, the highest rate of wage among the collective bargaining agreements will prevail. Accordingly, the rates in this book are determined using wage information from current collective bargaining agreements for each trade and occupation for each of the 14 geographic regions of the state.

Thank you for your engagement in the process and commitment to Oregon law.

Our team is ready to help support you with any questions you have. We also offer regular, free informational seminars and webinars for contractors and public agencies. Contact us at PWR.Email@boli.oregon.gov or (971) 353-2416.

A handwritten signature in black ink that reads "Val Hoyle".

Val Hoyle
Labor Commissioner

More information about prevailing wage rates:

The Oregon Bureau of Labor & Industries publishes the prevailing wage rates (PWR) that are required to be paid to workers on non-residential Oregon public works projects.

A separate document, [Definitions of Covered Occupations for Public Works Contracts in Oregon](#), provides occupational definitions used to classify the duties performed on public works projects. These definitions are used to find the correct prevailing wage rate.

The rate book and definition publications are available online at <https://www.oregon.gov/boli> as well as additional information and supporting documents and forms.

Please contact us at PWR.Email@boli.oregon.gov or (971) 353-2416, for additional information such as:

- Applicable prevailing wage rates for projects (Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project.)
- Federal Davis-Bacon rates (In cases where projects are subject to both state PWR and federal Davis-Bacon rates, the higher wage must be paid.)
- Required PWR provisions for specifications and contracts
- Apprentice rates



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Forms necessary to comply with ORS 279C.800 through ORS 279C.870 can be found on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>. Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevailing wage rate projects.

All of the information in this booklet can be accessed and printed from the Internet at: www.oregon.gov/BOLI

Pursuant to ORS 279C.800 to ORS 279C.870, the prevailing wage rates contained in this booklet have been adopted for use on public works contracts in Oregon.

Required Postings for Prevailing Wage Contractors and Subcontractors

PREVAILING WAGE RATES

Every contractor and subcontractor engaged in work on a public works must post the applicable prevailing wage rates for that project in an obvious place on the worksite so workers have ready access to the information.

DETAILS OF FRINGE BENEFIT PROGRAMS

When a contractor or subcontractor provides or contributes to a health and welfare plan or a pension plan, or both, for employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the worksite.

The posting must include a description of the plan or plans, information about how and where claims can be made and where to obtain more information. The notice must be posted in an obvious place on the work site in the same location as the prevailing wage rates.

WORK SCHEDULE

Contractors and subcontractors must give workers the regular work schedule (days of the week and number of hours per day) in writing before beginning work on the project.

Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule in a location frequented by employees, along with the prevailing wage rate information and any fringe benefit information.

If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements.

*ORS 279C.840(4); OAR 839-025-0033(1). ORS 279C.840(5); OAR 839-025-0033(2).
ORS 279C.540(2); OAR 839-025-0034.*

PUBLIC WORKS BONDS

Every contractor and subcontractor who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a \$30,000 **“PUBLIC WORKS BOND”** with the Construction Contractors’ Board (CCB). This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

The key elements of ORS 279C.830(2) and ORS 279C.836 specify that:

- Specifications for every contract for public works must contain language stating that the contractor and every subcontractor must have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.
- Every contract awarded by a contracting agency must contain language requiring the contractor:
 - To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt; and
 - To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the CCB before starting work on the project unless otherwise exempt
- Every subcontract that a contractor or subcontractor awards in connection with a public works contract between a contractor and a public agency must require any subcontractor to have a public works bond filed with the CCB before starting work on the public works project, unless otherwise exempt.
- Before permitting a subcontractor to start work on a public works project, contractors must first verify their subcontractors either have filed the bond, or have elected not to file a public works bond due to a bona fide exemption.
- The PWR bond is to be used exclusively for unpaid wages determined to be due by the Bureau of Labor & Industries.
- The bond is in effect continuously (you do not have to have one per project).
- A public works bond is in addition to any other required bond the contractor or subcontractor is required to obtain.

Exemptions:

- Allowed for a disadvantaged business enterprise, a minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055, for the first FOUR years of certification;
 - Exempt contractor must still file written verification of certification with the CCB, and give the CCB written notice that they elect not to file a bond.
 - The prime contractor must give written notice to the public agency that they elect not to file a public works bond.
 - Subcontractors must give written notice to the prime contractor that they elect not to file a public works bond.
- For projects with a total project cost of \$100,000 or less, a public works bond is not required. (Note this is the total project cost, not an individual contract amount.)
- Emergency projects, as defined in ORS 279A.010(f).

PREVAILING WAGE RATES

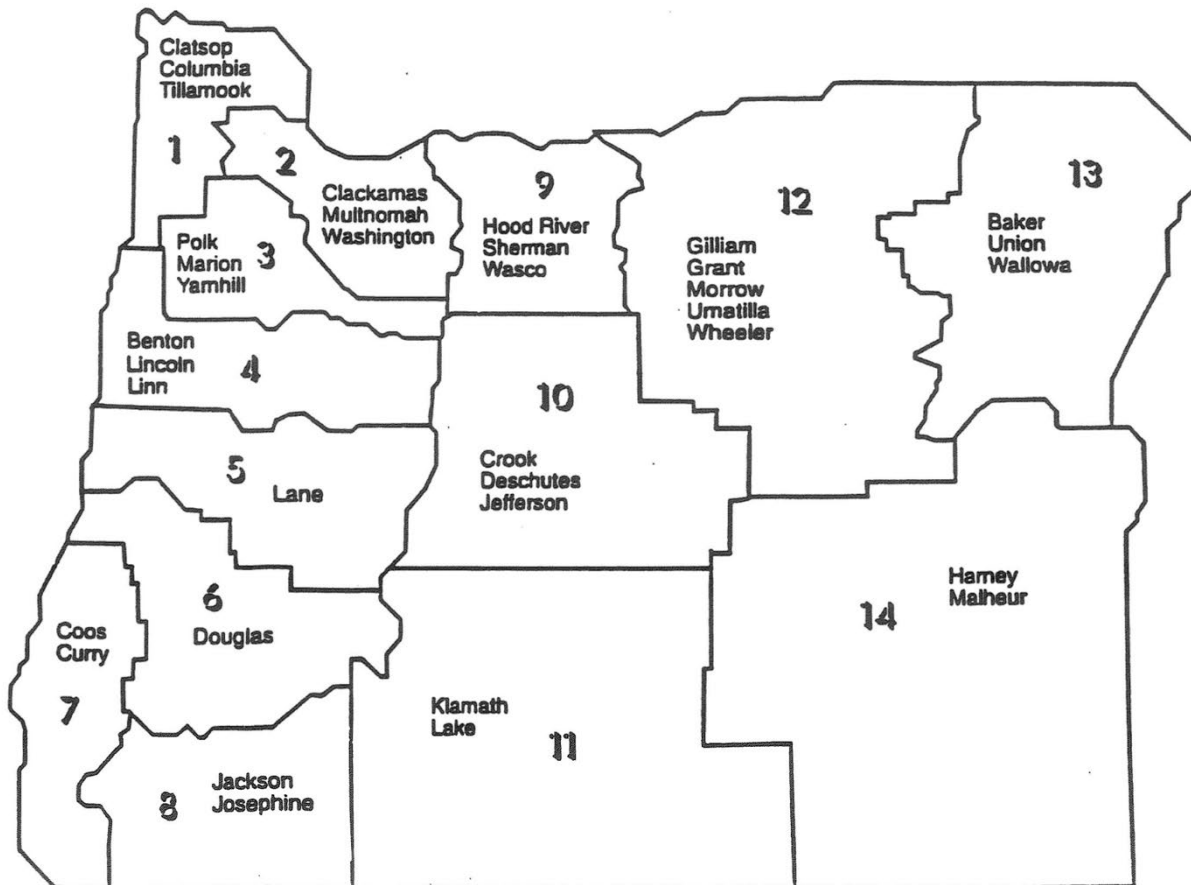
FINDING THE CORRECT PREVAILING WAGE RATE

To find the correct rate(s) required on your public works project, you will need:

- the date the project was first advertised for bid
- the county your project is in
- the duties of workers on the job

Generally, the rate you should look for is based on the date the project was first advertised for bid. (See OAR 839-025-0020(8) for information about projects that contract through a CM/GC, or contract manager/general contractor.)

The Labor Commissioner must establish the prevailing rate of wage for each region as defined in law. (See ORS 279C.800.) Each region is comprised of one to five counties. See below instructions on locating the correct prevailing wage rate for your public works project.



To find the correct rate in this rate book:

1. *Determine the duties that are being performed by each worker.* Use the booklet *Definitions of Covered Occupations* to find the definition that most closely matches the actual work performed by the worker. You can find this publication online at <https://www.oregon.gov/boli/employers/Pages/occupational-definitions.aspx>.

2. *Find the correct occupation in the “Prevailing Wage Rate for Public Works Contracts” below.* The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate. The combination of these two amounts must be paid to each worker. Watch for possible zone differential, shift differential, and/or hazard pay. If the occupation lists different rates for different Areas of the state, locate the Area that includes the county where the project is located.

Apprentices must be paid consistent with their registered apprenticeship program standard. You can find apprenticeship rates on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. You may also contact the agency to confirm the correct apprenticeship rate.

The “Prevailing Wage Rate Laws” handbook provides specific information and answers questions regarding prevailing wage laws and is available on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>.

If you have any questions about any of this information, please contact the Bureau of Labor & Industries at PWR.Email@boli.oregon.gov or (971) 353-2416.

January 1, 2022

Prevailing Wage Rates by Occupations—Table of Contents

Using the booklet, [Definitions of Covered Occupations](#), find the definition and group number, if applicable, that most closely matches the actual work being performed by the worker.

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<u>Landscape Laborer/Technician.....</u>	<u>15</u>
<u>Limited Energy Electrician.....</u>	<u>15</u>
<u>Line Constructor.....</u>	<u>16</u>
<u>Marble Setter</u>	<u>17</u>
<u>Millwright Group 1 (See Carpenter Group 3)</u>	<u>6</u>
<u>Painter & Drywall Taper</u>	<u>17</u>
<u>Piledriver (See Carpenter Group 6).....</u>	<u>6</u>
<u>Plasterer and Stucco Mason.....</u>	<u>18</u>
<u>Plumber/Pipefitter/Steamfitter</u>	<u>18</u>
<u>Power Equipment Operator</u>	<u>19</u>
<u>Roofer</u>	<u>22</u>
<u>Sheet Metal Worker</u>	<u>23</u>
<u>Soft Floor Layer.....</u>	<u>24</u>
<u>Sprinkler Fitter</u>	<u>24</u>
<u>Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)</u>	<u>24</u>
<u>Tender to Plasterer and Stucco Mason</u>	<u>25</u>
<u>Testing and Balancing (TAB) Technician.....</u>	<u>25</u>
<u>Tilesetter/Terrazzo Worker: Hard Tilesetter</u>	<u>25</u>
<u>Tile, Terrazzo, and Marble Finisher.....</u>	<u>25</u>
<u>Truck Driver.....</u>	<u>26</u>

ASBESTOS WORKER/INSULATOR

54.77 22.67

Firestop Containment

40.63 15.94

BOILERMAKER

40.46 30.59

BRICKLAYER/STONEMASON

41.83 23.18

(This trade is tended by "Tenders to Mason Trades")

(Add \$1.00 per hour to base rate for refractory repair work)

(Add \$1.00 per hour to base rate for Terrazzo work.)

CARPENTER**Zone A (Base Rate)**

Group 1	43.80	18.56
Group 2	43.97	18.56
Group 3	46.89	18.56
Group 4	Eliminated	
Group 5	44.38	18.56
Group 6	44.97	18.56

Zone Differential for Carpenters

(Add to Zone A Base Rate)

Zone B	1.25 per hour
Zone C	1.70 per hour
Zone D	2.00 per hour
Zone E	3.00 per hour
Zone F	5.00 per hour
Zone G	10.00 per hour

Zone A: Projects located within 30 miles of the respective city hall of the cities listed.

Zone B: More than 30 miles but less than 40 miles.

Zone C: More than 40 miles but less than 50 miles.

Zone D: More than 50 miles but less than 60 miles.

Zone E: More than 60 miles but less than 70 miles.

Zone F: More than 70 miles but less than 100 miles.

Zone G: More than 100 miles.

Reference Cities for Group 1 and 2 Carpenters

Albany	Goldendale	Madras	Roseburg
Astoria	Grants Pass	Medford	Salem
Baker City	Hermiston	Newport	The Dalles
Bend	Hood River	Ontario	Tillamook
Brookings	Klamath Falls	Pendleton	Vancouver
Burns	La Grande	Portland	
Coos Bay	Lakeview	Port Orford	
Eugene	Longview	Reedsport	

CARPENTER (continued)Group 3
(Millwright)

Zones for Group 3 Carpenter are determined by the distance between the project site and **either**

- 1) The worker's residence; **or**
- 2) City Hall of a reference city listed for the appropriate group shown, whichever is closer

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Group 5
(Bridge & Highway
Carpenter)Group 6
(Piledriver)

Zones for Groups 5 and 6 Carpenter are determined by the distance between the project site and **either**

- 1) The worker's residence; **or**
- 2) City Hall of a reference city listed for the appropriate group shown, whichever is closer

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road via Google Maps) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Welders shall receive the following hourly premium over the base wage rate, with an eight (8) hour minimum:

Group 1	\$2.19 per hour
Group 2	\$2.20 per hour
Group 3	\$2.34 per hour
Group 5	\$2.22 per hour
Group 6	\$2.25 per hour

When working with creosote and other toxic, treated wood and steel material, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

When working in sheet pile coffer dams or cells up to the external water level, Group 6 workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

CEMENT MASON

(This trade is tended by "Concrete Laborer")

Group 1	36.72	22.07
Group 2	37.51	22.07
Group 3	37.51	22.07
Group 4	38.30	22.07

See Zone Differentials on Page 8

CEMENT MASON (continued)Zone Differential for Cement Mason
(Add to Basic Hourly Rate)

Zone A	3.00 per hour
Zone B	5.00 per hour
Zone C	10.00 per hour

Zone A: Projects located 60-79 miles of the respective city hall of the Reference Cities listed below.

Zone B: Projects located 80-99 miles of the respective city hall of the Reference Cities listed below.

Zone C: Projects located 100 or more miles of the respective city hall of the Reference Cities listed below.

Reference Cities for Cement Mason

Bend	Eugene	Pendleton	Salem	Vancouver
Corvallis	Medford	Portland	The Dalles	

When a contractor takes current employees to a project that is located more than 59 miles from the city hall of the Reference City that is closest to the contractor's place of business, Zone Pay is to be paid for the distance between the city hall of the identified Reference City and the project site.

Note: All miles are to be determined on the basis of road miles using the normal route (shortest time – best road), from the city hall of the Reference City closest to the contractor's place of business and the project.

DIVER & DIVER TENDERZone 1 (Base Rate)

DIVER	93.09	18.56
DIVER TENDER	49.09	18.56

- 1) For those workers who reside within a reference city below, their zone pay shall be computed from the city hall of the city wherein they reside.
- 2) For those workers who reside nearer to a project than is the city hall of any reference city below, the mileage from their residence may be used in computing their zone pay differential.
- 3) The zone pay for all other projects shall be computed from the city hall of the nearest reference city listed below.

Zone Differential for Diver/Diver Tender
(Add to Zone 1 Base Rate)

Zone 2	1.25 per hour
Zone 3	1.70 per hour
Zone 4	2.00 per hour
Zone 5	3.00 per hour
Zone 6	5.00 per hour
Zone 7	10.00 per hour

Zone 1: Projects located within 30 miles of city hall of the reference cities listed.

Zone 2: More than 30 miles, but less than 40 miles.

Zone 3: More than 40 miles, but less than 50 miles.

Zone 4: More than 50 miles, but less than 60 miles.

Zone 5: More than 60 miles, but less than 70 miles.

Zone 6: More than 70 miles, but less than 100 miles.

Zone 7: More than 100 miles.

See Reference Cities on page 9

DIVER & DIVER TENDER (continued)Reference Cities for Diver/Diver Tender

Bend	Longview	North Bend
Eugene	Medford	Portland

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road via Google Maps) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Diver Depth Pay:Depth Below WaterSurface (FSW)Daily Depth Pay

50-100 ft.	\$2.00 per foot over 50 feet
101-150 ft.	\$3.00 per foot over 100 feet
151-220 ft.	\$4.00 per foot over 150 feet
Over 220 ft.	\$5.00 per foot over 220 feet

The actual depth in FSW shall be used in determining depth premium.

Diver Enclosure Pay (working without vertical escape):Distance Traveled in the EnclosureDaily Enclosure Pay

0 – 25ft.	N/C
25 – 300 ft.	\$1.00 per foot from the entrance
300 – 600 ft.	\$1.50 per foot beginning at 300 ft.
Over 600 ft.	\$2.00 per foot beginning at 600 ft.

DREDGERZone A (Base Rate)

Leverman (Hydraulic & Clamshell)	51.46	16.15
Assistant Engineer (Watch Engineer, Mechanic Machinist)	48.30	16.15
Tenderman (Boatman Attending Dredge Plant), Fireman	46.81	16.15
Fill Equipment Operator	45.64	16.15
Assistant Mate	42.94	16.15

Zone Differential for Dredgers

(Add to Zone A Base Rate)

Zone B	3.00 per hour
Zone C	6.00 per hour

Zone mileage based on road miles:

- Zone A: Center of jobsite to no more than 30 miles from the city hall of Portland.
 Zone B: More than 30 miles but not more than 60 miles.
 Zone C: Over 60 miles.

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER**Zone 1 (Base Rate)**

1. DRYWALL INSTALLER	43.59	18.26
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	43.59	18.26

Zone Differential for Lather, Acoustical Carpenter & Ceiling Installer

Zone mileage based on road miles:

Zone B	61-80 miles	6.00 per hour
Zone C	81-100 miles	9.00 per hour
Zone D	101 or more	12.00 per hour

The correct transportation allowance shall be based on AAA road mileage from the City Hall of the transportation reference cities herein listed.

Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

Albany	Bend	Grants Pass	Medford	Portland	Seaside
Astoria	Brookings	Hermiston	Newport	Reedsport	The Dalles
Baker	Coquille	Klamath Falls	North Bend	Roseburg	Tillamook
Bandon	Eugene	Kelso-Longview	Pendleton	Salem	Vancouver

ELECTRICIAN**Area 1 (Region 14)**

Electrician	38.49	17.74
Lighting Maintenance and Material Handler	19.95	10.00

Reference County

Malheur

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 7.5% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 15% for all hours worked.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

50 – 90 feet to the ground	Add 1 ½ x the base rate
90+ feet to the ground	Add 2 x the base rate

Pursuant to ORS 279C.815(2)(b), the Electrician Area 6 rate is the highest rate of wage among the collective bargaining agreements for Electrician Areas 1 and 6.

ELECTRICIAN (continued)**Area 2 (Regions 12 and 13)**

Electrician	50.00	22.93
Cable Splicer	52.50	23.01

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Add 50% of the base rate when workers are required to work under the following conditions:

- 1) Under compressed air with atmospheric pressure exceeding normal pressure by at least 10%.
- 2) From trusses, swing scaffolds, bosun's chairs, open platforms, unguarded scaffolds, open ladders, frames, tanks, stacks, silos and towers where the workman is subject to a direct fall of (a) more than 60 feet or (b) into turbulent water under bridges, powerhouses or spillway faces of dams.

Area 3 (Regions 4, 5, 6 and 7)

Electrician	41.63	21.20
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Reference Counties

Coos	Curry	Douglas
Lane – See Area 4	Lincoln – See Area 4	

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31% for all hours worked.

When workers are required to work under compressed air or where gas masks are required, or to work from trusses, all scaffolds including mobile elevated platforms, any temporary structure, bosun's chair or on frames, stacks, towers, tanks, within 15' of the leading edges of any building at a distance of:

50 – 75 feet to the ground	Add 1 ½ x the base rate
75+ feet to the ground	Add 2 x the base rate

High Time is not required to be paid on any permanent structure with permanent adequate safeguards (handrails, mid-rails, and toe guards). Any vehicle equipped with outriggers are exempted from this section.

Area 4 (Regions 3, 4, 5, and 10)

Electrician	49.36	20.20
Cable Splicer	54.30	20.35
Lighting Maintenance/Material Handler	22.67	10.08

ELECTRICIAN (continued)Reference Counties for Area 4

Benton Crook	Deschutes Jefferson	Lane Linn	Lincoln
Marion – See Area 5 rate	Polk – See Area 5 rate	Yamhill – See Area 5 rate	

Shift Differential

1 st Shift “day”	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift “swing”	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift “graveyard”	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

Area 5 (Regions 1, 2, 3 and 9)

Electrician	53.85	27.84
Electrical Welder	59.24	28.00
Material Handler/Lighting Maintenance	30.69	19.62

Reference Counties

Clackamas	Hood River	Polk	Wasco
Clatsop	Marion	Sherman	Washington
Columbia	Multnomah	Tillamook	Yamhill

Shift Differential

1 st Shift “day”	Between the hours of 7:00am and 5:30pm	8 hours pay for 8 hours work
2 nd Shift “swing”	Between the hours of 4:30pm and 3:00am	8 hours pay for 8 hours work plus 17.3% for all hours worked
3 rd Shift “graveyard”	Between the hours of 12:30am and 11:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

Zone Pay for Area 5-Electrician and Electrical Welder

(Add to Basic Hourly Rate)

Zone mileage based on air miles:

Zone 1	31-50 miles	1.50 per hour
Zone 2	51-70 miles	3.50 per hour
Zone 3	71-90 miles	5.50 per hour
Zone 4	Beyond 90	9.00 per hour

There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the following cities:

Astoria	Seaside	Tillamook
Hood River	The Dalles	

Further, the free zone at the Oregon coast shall extend along Hwy 101 west to the ocean Hwy 101 east 10 miles if not already covered by the above 15-mile free zone.

ELECTRICIAN (continued)**Area 6 (Regions 6, 8, 11 and 14)**

Electrician	38.49	17.74
Lighting Maintenance and Material Handler	19.95	10.00

Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Douglas – **See Area 3 rate****Shift Differential**

1 st Shift “day”	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift “swing”	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 7.5% for all hours worked
3 rd Shift “graveyard”	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 15% for all hours worked.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun’s chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

50 – 90 feet to the ground	Add 1 ½ x the base rate
90+ feet to the ground	Add 2 x the base rate

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC**Area 1 (Regions 12 and 13)**

Mechanic	59.70	43.48
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Reference Counties

Baker	Union	Wallowa
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Umatilla – **See Area 2 rate****Area 2 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14)**

Mechanic	59.95	43.68
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Reference Counties

Benton	Douglas	Klamath	Multnomah	Deschutes
Clackamas	Gilliam	Lake	Polk	Josephine
Clatsop	Grant	Lane	Sherman	Morrow
Columbia	Harney	Lincoln	Tillamook	Wheeler
Coos	Hood River	Linn	Umatilla	Yamhill
Crook	Jackson	Malheur	Wasco	
Curry	Jefferson	Marion	Washington	

FENCE CONSTRUCTOR (NON-METAL)**29.40****11.35****FENCE ERECTOR (METAL)****22.40****4.86****GLAZIER****47.10****21.12**

(Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.)

(Add \$4.00 to base rate when employee works from a bosun chair (non-motorized single-man apparatus), regardless of height.)

HAZARDOUS MATERIALS HANDLER**27.03****13.18****HIGHWAY/PARKING STRIPER****36.47****14.22****Shift Differential**

Add \$1.85 to base rate for shifts that start between 3:00pm and 4:00am.

IRONWORKER**Zone 1 (Base Rate):****40.56****29.79****Zone Differential for Ironworker**

(Add to Basic Hourly Rate)

Zone 2 **5.63/hr.** or \$45.00 maximum per day

Zone 3 **8.75/hr.** or \$70.00 maximum per day

Zone 4 **11.25/hr.** or \$90.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.

Zone 2: More than 46 miles, but less than 60 miles.

Zone 3: More than 61 miles, but less than 100 miles.

Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using the quickest route per Google Maps and computed from the city hall or dispatch center of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Medford

Portland

LABORER**Zone A (Base Rate):****Group 1****33.48****16.05****Group 2****34.71****16.05****Group 3 (Flagger)****29.04****16.05****Group 4****23.04****16.05**

See Laborer Hazardous Waste Removal Differential and Zone Differential page 15.

LABORER (continued)

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at (971) 353-2416.

Zone Differential for Laborers

(Add to Zone A Base Rate)

Zone B	.85 per hour
Zone C	1.25 per hour
Zone D	2.00 per hour
Zone E	4.00 per hour
Zone F	5.00 per hour

Zone A: Projects located within 30 miles of city hall in the reference cities listed.

Zone B: More than 30 miles but less than 40 miles.

Zone C: More than 40 miles but less than 50 miles.

Zone D: More than 50 miles but less than 80 miles.

Zone E: More than 80 miles but less than 100 miles.

Zone F: More than 100 miles.

Reference Cities for Laborer

Albany	Burns	Hermiston	Roseburg
Astoria	Coos Bay	Klamath Falls	Salem
Baker City	Eugene	Medford	The Dalles
Bend	Grants Pass	Portland	

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

LANDSCAPE LABORER/TECHNICIAN (Laborer Group 4)**23.04****16.05****LIMITED ENERGY ELECTRICIAN****Area 1 (Region 14)****33.76****14.26****Reference County**

Malheur

Pursuant to ORS 279C.815(2)(b), the Limited Energy Electrician Area 6 rate is the highest rate of wage among the collective bargaining agreements for Limited Energy Electrician Areas 1 and 6.

Area 2 (Regions 12 and 13)**33.19****15.16****Reference Counties**

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

LIMITED ENERGY ELECTRICIAN (continued)**Area 3 (Regions 4, 5, 6 and 7)****32.16****18.24**Reference Counties

Coos Curry Douglas

Lane – **See Area 4** Lincoln – **See Area 4****Area 4 (Regions 3, 4, 5 and 10)****36.17****17.26**Reference CountiesBenton Jefferson Linn
Crook Lane Lincoln
DeschutesMarion – **See Area 5 rate** Polk – **See Area 5 rate** Yamhill – **See Area 5 rate****Area 5 (Regions 1, 2, 3 and 9)****44.23****22.30**Reference CountiesClackamas Hood River Polk Wasco
Clatsop Marion Sherman Washington
Columbia Multnomah Tillamook Yamhill**Area 6 (Regions 6, 8, 11 and 14)****33.76****14.26**Reference CountiesHarney Josephine Lake
Jackson Klamath MalheurDouglas – **See Area 3 rate****LINE CONSTRUCTOR****Area 1 (All Regions)**

Group 1	62.40	23.21
Group 2	55.71	22.91
Group 3	33.05	15.49
Group 4	47.91	19.36
Group 5	41.78	16.78
Group 6	34.54	16.36
Group 7	19.24	12.42

Reference Counties

All counties

LINE CONSTRUCTOR (continued)**Area 2 (Region 14)**

Cable Splicer	62.40	23.21
Journeyman Lineman	55.71	22.91
Line Equip. Operator	47.91	19.36
Groundman	34.54	16.36

Reference CountyMalheur – **See Area 1 rates**

Pursuant to ORS 279C.815(2)(b), the Line Constructor Area 1 rate is the highest rate of wage among the collective bargaining agreements for Line Constructor Area 1 and Area 2.

MARBLE SETTER**42.83 23.18**

(This trade is tendered by "Tile, Terrazzo, & Marble Finishers")

(Add \$1.00 per hour to base rate for refractory repair work)

PAINTER & DRYWALL TAPERCOMMERCIAL PAINTING **28.76 13.84**INDUSTRIAL PAINTING **30.56 13.84**BRIDGE PAINTING **36.23 13.84**

DRYWALL TAPER

Zone A (Base Rate) **41.10 18.75**

Zone Differential for Drywall Taper
(Add to Zone A Base Rate)

Zone B **6.00** per hour
Zone C **9.00** per hour
Zone D **12.00** per hour

Dispatch Cities for Drywall Taper

Albany	Bend	Grants Pass	Medford	Portland	Seaside
Astoria	Brookings	Hermiston	Newport	Reedsport	The Dalles
Baker	Coquille	Klamath Falls	North Bend	Roseburg	Tillamook
Bandon	Eugene	Kelso-Longview	Pendleton	Salem	Vancouver

Zone A: Projects located less than 61 miles of the respective city hall of the dispatch cities listed.

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles.

Zone D: Projects located 101 miles or more.

Note: Zone pay is based on AAA Road Mileage.

PLASTERER AND STUCCO MASON

(This trade is tended by "Tenders to Plasterers")

Zone A (Base Rate)

Plasterer	39.65	18.98
Swinging Scaffold	40.65	18.98
Nozzleman	41.65	18.98

Zone Differential for Plasterer and Stucco Mason

(Add to Zone A Base Rate)

Zone B	6.00 per hour
Zone C	9.00 per hour
Zone D	12.00 per hour

Zone A: Projects located less than 61 miles of the respective city hall of the reference cities listed below.

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles.

Zone D: Projects located 101 miles or more.

Reference Cities for Plasterer & Stucco Mason

Bend	Eugene	Medford	Portland	Seaside
Coos Bay	La Grande	Newport	Salem	The Dalles

PLUMBER/PIPEFITTER/STEAMFITTER

<u>Area 1 (Regions 13 and 14)</u>	33.00	16.57
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Reference Counties

Harney	Malheur
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Baker – **See Area 2 rates**

(Add \$2.21 to base rate if it is possible for worker to fall 30 ft. or more, or if required to wear a fresh-air mask or similar equipment for 2 hours or more)

Zone Differential for Area 1

(Add to Base Rate)

Zone 1	2.50 per hour
Zone 2	3.50 per hour
Zone 3	5.00 per hour

Zone mileage based on road miles:

Zone 1: Forty (40) to fifty five (55) miles from City Hall in Boise, Idaho.

Zone 2: Fifty five (55) to one hundred (100) miles from City Hall in Boise, Idaho.

Zone 3: Over one hundred (100) miles from City Hall in Boise, Idaho.

There shall be a maximum of ten (10) hours of zone pay per workday.

PLUMBER/PIPEFITTER/STEAMFITTER (continued)**Area 2 (Regions 12 and 13)****53.00****33.39**Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Zone Differential for Area 2
(Add to Base Rate)Zone 2 **10.62**/hr. not to exceed \$80.00 day.

Zone mileage based on road miles:

Zone 2: Eighty (80) miles or more from City Hall in Pasco, Washington.

(Add \$1.00 to base rate if it is possible for worker to fall 35 ft. or more, or if required to wear a fresh-air mask or similar equipment for one-hour minimum increments)

Area 3 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12)**48.93****34.04**Reference Counties

Benton	Deschutes	Lake	Sherman
Clackamas	Douglas	Lane	Tillamook
Clatsop	Hood River	Lincoln	Wasco
Columbia	Jackson	Linn	Washington
Coos	Jefferson	Marion	Yamhill
Crook	Josephine	Multnomah	
Curry	Klamath	Polk	

Gilliam – **See Area 2 rate**Wheeler – **See Area 2 rate****POWER EQUIPMENT OPERATOR**Zone 1 (Base Rate)

Group 1	51.65	16.35
Group 1A	53.81	16.35
Group 1B	55.97	16.35
Group 2	49.74	16.35
Group 3	48.59	16.35
Group 4	45.26	16.35
Group 5	44.02	16.35
Group 6	40.80	16.35

See Power Equipment Operator Zone 1 Map on page 21.

(Group 4 Tunnel Boring Machine Mechanic add \$10.00/hour hyperbaric pay)

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 353-2416.

(Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment)

POWER EQUIPMENT OPERATOR (continued)

(Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable)

(Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation)

Shift Differential**Two-Shift Operations:**

On a two shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations:

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

Zone Pay Differential for Power Equipment Operator

(Add to Zone 1 Base Rate)

Zone 2	3.00 per hour
Zone 3	6.00 per hour

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

(A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.

(C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

POWER EQUIPMENT OPERATOR (continued)

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

POWER EQUIPMENT OPERATOR MAP



ROOFER**Area 1 (Regions 1, 2, 9, 10, 12 and 13)**

Roofer	37.43	20.19
Handling coal tar pitch	41.17	20.19
Remove fiberglass insulation	41.17	20.19

Reference Counties

Baker	Deschutes	Morrow	Union
Clackamas	Gilliam	Multnomah	Wasco
Clatsop	Grant	Sherman	Wallowa
Columbia	Hood River	Tillamook	Washington
Crook	Jefferson	Umatilla	Wheeler

Area 2 (Regions 3, 4, 5, 6, 7, 8, 10, 11 and 14)

Roofer	30.05	18.59
Handling coal tar pitch	32.05	18.59
Remove fiberglass insulation	31.55	18.59

Reference Counties

Benton	Harney	Lake	Malheur
Coos	Jackson	Lane	Marion
Curry	Josephine	Lincoln	Polk
Douglas	Klamath	Linn	Yamhill

Crook – **See Area 1 rates** Deschutes – **See Area 1 rates**

Area 4 (Regions 12 and 13)

Roofer	37.43	20.19
Handling coal tar pitch	41.17	20.19
Remove fiberglass insulation	41.17	20.19

Reference Counties

Umatilla	Union	Wallowa
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Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.

Area 5 (Region 12)

Roofer	37.43	20.19
Handling coal tar pitch	41.17	20.19
Remove fiberglass insulation	41.17	20.19

Reference County

Morrow

Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.

SHEET METAL WORKER**Area 1 (Regions 1, 2, 3, 4, 9 and 12)****44.05****24.28**Reference Counties

Benton	Grant	Morrow	Umatilla
Clackamas	Hood River	Multnomah	Wasco
Clatsop	Lincoln	Polk	Washington
Columbia	Linn	Sherman	Wheeler
Gilliam	Marion	Tillamook	Yamhill

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

Area 2 (Regions 13 and 14)

Reference CountiesBaker – **See Area 3 rate** Malheur – **See Area 6 rate****Area 3 (Regions 12 and 13)****42.35****23.87**Reference Counties

Baker Union Wallowa

Morrow – **See Area 1 rate** Umatilla – **See Area 1 rate**

(Add \$.45 to base rate for work performed on any swinging stage, swinging scaffold or boson chair in excess of thirty (30) feet above the ground)

(Add \$1.00 to base rate for work where it is necessary to wear a chemically activated type face mask)

Area 4 (Regions 5 and 6)**36.38****21.74**Reference Counties

Douglas Lane

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

Area 5 (Region 7)**36.72****22.77**Reference Counties

Coos Curry

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

SHEET METAL WORKER (continued)**Area 6 (Regions 7, 8, 11 and 14)****30.93****20.53**Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Curry – **See Area 5 rate**

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

Area 7 (Region 10)**34.01****20.36**Reference Counties

Crook	Deschutes	Jefferson
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(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

SOFT FLOOR LAYER**33.75****19.35****SPRINKLER FITTER****Area 1 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14)****42.15****25.30**Reference Counties

Benton	Douglas	Klamath	Multnomah
Clackamas	Gilliam	Lake	Polk
Clatsop	Grant	Lane	Sherman
Columbia	Harney	Lincoln	Tillamook
Coos	Hood River	Linn	Umatilla
Crook	Jackson	Malheur	Wasco
Curry	Jefferson	Marion	Washington
Deschutes	Josephine	Morrow	Wheeler
			Yamhill

Area 2 (Regions 12, 13, 14)**36.08****25.29**Reference Counties

Baker	Union	Wallowa
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Gilliam – **See Area 1 rate**
 Grant – **See Area 1 rate**

Malheur – **See Area 1 rate**
 Morrow – **See Area 1 rate**

Umatilla – **See Area 1 rate****TENDER TO MASON TRADES (Brick and Stonemason, Mortar Mixer, Hod Carrier)****36.54****16.05**

(Add \$0.50 to base rate for refractory repair work)

TENDER TO PLASTERER AND STUCCO MASON

<u>Zone A (Base Rate)</u>	36.37	16.80
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Zone Differential for Tender to Plasterer and Stucco Mason
(Add to Zone A Base Rate)

Zone B **6.00** per hour

Zone C **9.00** per hour

Zone D **12.00** per hour

Zone A: Projects located within 60 miles of city hall in the reference cities listed.

Zone B: More than 61 miles but less than 80 miles.

Zone C: More than 81 miles but less than 100 miles.

Zone D: More than 101 miles

Reference Cities

Bend	Eugene	Medford	Salem	The Dalles
Coos Bay	La Grande	Newport	Seaside	

(Add \$0.50 to base rate for refractory repair work)

TESTING AND BALANCING (TAB) TECHNICIAN

For work performed under the [Sheet Metal](#) classification, including Air-Handling Equipment, Ductwork

See [SHEET METAL WORKER RATE](#)

For work performed under the [Plumber/Pipefitter/Steamfitter](#) classification, including Water Distribution Systems

See [PLUMBER/PIPEFITTER/STEAMFITTER RATE](#)

<u>TILESETTER/TERRAZZO WORKER: Hard Tilesetter</u>	35.90	20.40
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(This trade is tended by "Tile, Terrazzo, & Marble Finisher")

(Add \$1.00 to base rate refractory repair work)

(Add \$1.00 for Terrazzo work)

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER	27.04	14.90
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(Add \$1.00 to base rate for refractory repair work)

(Add \$1.00 for Terrazzo work)

2. BRICK & MARBLE FINISHER	27.04	14.64
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(Add \$1.00 to base rate for refractory repair work)

TRUCK DRIVERZone A (Base Rate)

Group 1	30.09	16.73
Group 2	30.23	16.73
Group 3	30.37	16.73
Group 4	30.67	16.73
Group 5	30.91	16.73
Group 6	31.10	16.73
Group 7	31.32	16.73

Zone differential for Truck Drivers
(Add to Zone A Base Rate)

Zone B	.65 per hour
Zone C	1.15 per hour
Zone D	1.70 per hour
Zone E	2.75 per hour

Zone A: Projects within 30 miles of the cities listed.
 Zone B: More than 30 miles but less than 40 miles.
 Zone C: More than 40 miles but less than 50 miles.
 Zone D: More than 50 miles but less than 80 miles.
 Zone E: More than 80 miles.

Reference Cities

Albany	Burns	Hermiston	Madras	Oregon City	Roseburg
Astoria	Coos Bay	Hood River	Medford	Pendleton	Salem
Baker	Corvallis	Klamath Falls	McMinnville	Portland	The Dalles
Bend	Eugene	La Grande	Newport	Port Orford	Tillamook
Bingen	Goldendale	Lakeview	Ontario	Reedsport	Vancouver
Brookings	Grants Pass	Longview			

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2022**

To: All Oregon Contracting Agencies

Pursuant to ORS 279C.860, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list. You can find the most current and up to date list of contractors ineligible to receive public works contracts on our website at <https://www.oregon.gov/boli/employers/Pages/pwr-ineligible-contractors.aspx>.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator in Portland at (971) 353-2416.

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1.	A1 Dumptruck Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
2.	Advanced Flagging & Pilot Car Inc. 16400 NE Las Brisas Ct., Apt. 43 Portland, OR 97230 650 NE Holladay St. Portland, OR 97232 16400 NE Las Brisas Ct. Portland, OR 97230	February 5, 2021	February 4, 2024
3.	Barker, Michael 32966 Tennessee Road Lebanon, OR 97355	January 5, 2021	January 4, 2024
4.	Bell-Eddy, Kimberly 8535 Woodard Ave. SE Salem, OR 97317	January 12, 2016	January 11, 2023
5.	Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
6.	Canell's Flagging LLC 731 N Hayden Meadows Dr., Ste 107 Portland, OR 97217	November 24, 2020	November 23, 2023
7.	Canell, Angela 2416 NE 11 th Avenue Portland, OR 97212 529 SE Grand #307 Portland, OR 97214	November 24, 2020	November 23, 2023
8.	CJ Construction, Inc. 2969 Ferguson St NW Salem, OR 97304 846 55 th Ave. Salem, OR 97304	December 11, 2020	November 6, 2023

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2022**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
9.	Covington, Timothy aka Tim York 16055 NE Stanton St. Portland, OR 97230 2933 NE 11 th Ave. Portland, OR 97212 12231 NE Stanton St. Portland, OR 97230	April 13, 2021	April 12, 2024
10.	Diversified Masonry LLC PO Box 144 Ranchester, WY 82839	January 5, 2021	January 4, 2024
11.	Friedman, Jennifer 2526 Ellen Lane NW Salem, OR 97304 4400 Shaw St NW Salem, OR 97304 4400 Salem-Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
12.	Friedman, Scott 2969 Ferguson St NW Salem, OR 97304 4400 Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
13.	Graeme, Eugene 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
14.	Green Thumb Landscape and Maintenance, Inc., aka Green Thumb Landscaping, aka GT General Contracting 4400 Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
15.	Green Thumb LLC, aka Green Thumb Contracting 4400 Salem-Dallas Hwy Salem, OR 97304 4400 Shaw St NW Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
16.	High-N-Shine Concrete Floors 9024 Silver Star Ave. Vancouver, WA 98664	February 3, 2020	February 2, 2023

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2022**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
17.	Hoang, Lisa aka Kim Lien Hoang, aka Lien Kim Hoang, aka Kim Hope, aka Lisa K Ryan, aka Ryan Lien Hoang, aka Kim L Hoang, aka Lien Hoang Ryan, aka Lien K Hoang-Ryan, aka Hoang K Lien, aka Lisa Hall, aka Lisa Kim Ryan, aka Lien Ryan, aka Lien Hoang Ryan, aka Kim Hoang Lien, aka K Lisa Hoang 703 N Hayden Meadows Dr, #206 Portland, OR 97213 731 N Hayden Meadows Dr, #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
18.	Kim Bell Flagging, Inc. 8535 Woodard Ave. SE Salem, OR 97317	January 12, 2016	January 11, 2023
19.	Miller, David 731 NW Naito Parkway, #215 Portland, OR 97209	June 17, 2020	Not to be Removed
20.	Nam, Sang In dba Cornerstone Janitorial Services 130 NE Danbury Ave. Hillsboro, OR 97124	September 20, 2016	Not to be Removed
21.	Nguyen, Hai T. 9024 Silver Star Ave. Vancouver, WA 98664	February 3, 2020	February 2, 2023
22.	NW Flagging LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
23.	Oregon Building & Landscaping Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2022**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
24.	Pacific NW Drywall & Acoustics LLC aka Pacific NW Drywall& Acoustics LLC 731 NW Naito Parkway #215 Portland, OR 97209	June 17, 2020	Not to be Removed
25.	Polson, Pacharee 9024 Silver Star Ave. Vancouver, WA 98664	February 3, 2020	February 2, 2023
26.	Regional Traffic Management LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
27.	Tatom, Alan 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025
28.	Thomas, Antonio 16400 NE Las Brisas Ct., Apt. 43 Portland, OR 97230 650 NE Holladay St. Portland, OR 97232 16400 NE Las Brisas Ct. Portland, OR 97230	February 5, 2021	February 4, 2024
29.	Walker, Phillip 580 Market Street NE Salem, OR 97301	July 10, 2015	July 9, 2025
30.	WCI Construction LLC 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
31.	WWJD Traffic Control, Inc. 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025

**VAL HOYLE, COMMISSIONER
BUREAU OF LABOR AND INDUSTRIES**

Prevailing Wage Rate Laws Handbook

The 2022 edition of the ***Prevailing Wage Rate Laws Handbook*** is now available on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>.

In addition to providing this and other PWR publications, Oregon BOLI Labor & Industries' PWR Unit regularly offers free, informational seminars for both public agencies and contractors. The current schedule is available online at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-seminars.aspx>.

If you are interested in being included on our mailing lists for future seminar notifications, please contact us at PWR.Email@boli.oregon.gov or (971) 353-2416.

**AMENDMENTS TO OREGON DETERMINATION
EFFECTIVE APRIL 1, 2022**

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

ASBESTOS WORKER/INSULATOR

Firestop Containment

43.38

16.19

ELECTRICIAN

Area 1 (Region 14)

Electrician

40.97

18.58

Lighting Maintenance and Material Handler

19.95

10.00

Reference County

Malheur

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 7.5% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 15% for all hours worked.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

50 – 90 feet to the ground	Add 1 ½ x the base rate
90+ feet to the ground	Add 2 x the base rate

Pursuant to ORS 279C.815(2)(b), the Electrician Area 6 rate is the highest rate of wage among the collective bargaining agreements for Electrician Areas 1 and 6.

Area 3 (Regions 4, 5, 6 and 7)

Electrician

43.97

22.81

Reference Counties

Coos	Curry	Douglas
Lane – See Area 4	Lincoln – See Area 4	

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31% for all hours worked.

**AMENDMENTS TO OREGON DETERMINATION
EFFECTIVE APRIL 1, 2022**

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

ELECTRICIAN (continued)

When workers are required to work under compressed air or where gas masks are required, or to work from trusses, all scaffolds including mobile elevated platforms, any temporary structure, bosun's chair or on frames, stacks, towers, tanks, within 15' of the leading edges of any building at a distance of:

50 – 75 feet to the ground	Add 1 ½ x the base rate
75+ feet to the ground	Add 2 x the base rate

High Time is not required to be paid on any permanent structure with permanent adequate safeguards (handrails, mid-rails, and toe guards). Any vehicle equipped with outriggers are exempted from this section.

Area 6 (Regions 6, 8, 11 and 14)

Electrician	40.97	18.58
Lighting Maintenance and Material Handler	19.95	10.00

Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Douglas – **See Area 3 rate**

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 7.5% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 15% for all hours worked.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

50 – 90 feet to the ground	Add 1 ½ x the base rate
90+ feet to the ground	Add 2 x the base rate

<u>GLAZIER</u>	43.77	24.45
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(Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.)

(Add \$4.00 to base rate when employee works from a bosun chair (non-motorized single-man apparatus), regardless of height.)

<u>HAZARDOUS MATERIALS HANDLER</u>	28.03	14.18
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**AMENDMENTS TO OREGON DETERMINATION
EFFECTIVE APRIL 1, 2022**

Occupation and Premium/Differential Pay	Base Rate / Fringe Rate
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IRONWORKER

41.13

30.72

Zone Differential for Ironworker
(Add to Basic Hourly Rate)

Zone 2 **5.63/hr.** or \$45.00 maximum per day
Zone 3 **8.75/hr.** or \$70.00 maximum per day
Zone 4 **11.25/hr.** or \$90.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.
Zone 2: More than 46 miles, but less than 60 miles.
Zone 3: More than 61 miles, but less than 100 miles.
Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using the quickest route per Google Maps and computed from the city hall or dispatch center of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Medford Portland

LIMITED ENERGY ELECTRICIAN

Area 3 (Regions 4, 5, 6 and 7)

33.42

20.14

Reference Counties

Benton Curry Lane Linn
Coos Douglas Lincoln

Area 4 (Regions 3, 4, 5 and 10)

36.17

17.26

Reference Counties

Crook Deschutes Jefferson

Benton – **See Area 3 rate** Linn – **See Area 3 rate** Polk – **See Area 5 rate**
Lane – **See Area 3 rate** Marion – **See Area 5 rate** Yamhill – **See Area 5 rate**

LINE CONSTRUCTOR

Area 1 and Area 2 (All Regions)

Group 1	64.58	23.34
Group 2	57.66	23.13
Group 3	33.05	15.49
Group 4	49.59	19.69
Group 5	43.25	16.85
Group 6	35.75	16.62
Group 7	19.24	12.42

**AMENDMENTS TO OREGON DETERMINATION
EFFECTIVE APRIL 1, 2022**

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

LINE CONSTRUCTOR (continued)

Reference Counties

All counties

Pursuant to ORS 279C.815(2)(b), the Line Constructor Area 1 rate is the highest rate of wage among the collective bargaining agreements for Line Constructor Area 1 and Area 2.

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	29.91	13.84
INDUSTRIAL PAINTING	31.71	13.84
BRIDGE PAINTING	37.38	13.84

PLUMBER/PIPEFITTER/STEAMFITTER

<u>Area 3 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12)</u>	50.68	35.00
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Reference Counties

Benton	Deschutes	Lake	Sherman
Clackamas	Douglas	Lane	Tillamook
Clatsop	Hood River	Lincoln	Wasco
Columbia	Jackson	Linn	Washington
Coos	Jefferson	Marion	Yamhill
Crook	Josephine	Multnomah	
Curry	Klamath	Polk	

Gilliam – **See Area 2 rate**

Wheeler – **See Area 2 rate**

<u>SOFT FLOOR LAYER</u>	37.77	17.33
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SPRINKLER FITTER

<u>Area 1 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14)</u>	44.13	25.84
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Reference Counties

Benton	Douglas	Klamath	Multnomah
Clackamas	Gilliam	Lake	Polk
Clatsop	Grant	Lane	Sherman
Columbia	Harney	Lincoln	Tillamook
Coos	Hood River	Linn	Umatilla
Crook	Jackson	Malheur	Wasco
Curry	Jefferson	Marion	Washington
Deschutes	Josephine	Morrow	Wheeler
			Yamhill

AMENDMENTS TO OREGON DETERMINATION
EFFECTIVE APRIL 1, 2022

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

SPRINKLER FITTER (continued)

Area 2 (Regions 12, 13, 14)

37.81

25.83

Reference Counties

Baker

Union

Wallowa

Gilliam – **See Area 1 rate**

Malheur – **See Area 1 rate**

Umatilla – **See Area 1 rate**

Grant – **See Area 1 rate**

Morrow – **See Area 1 rate**

ATTACHMENT B - DRAWINGS

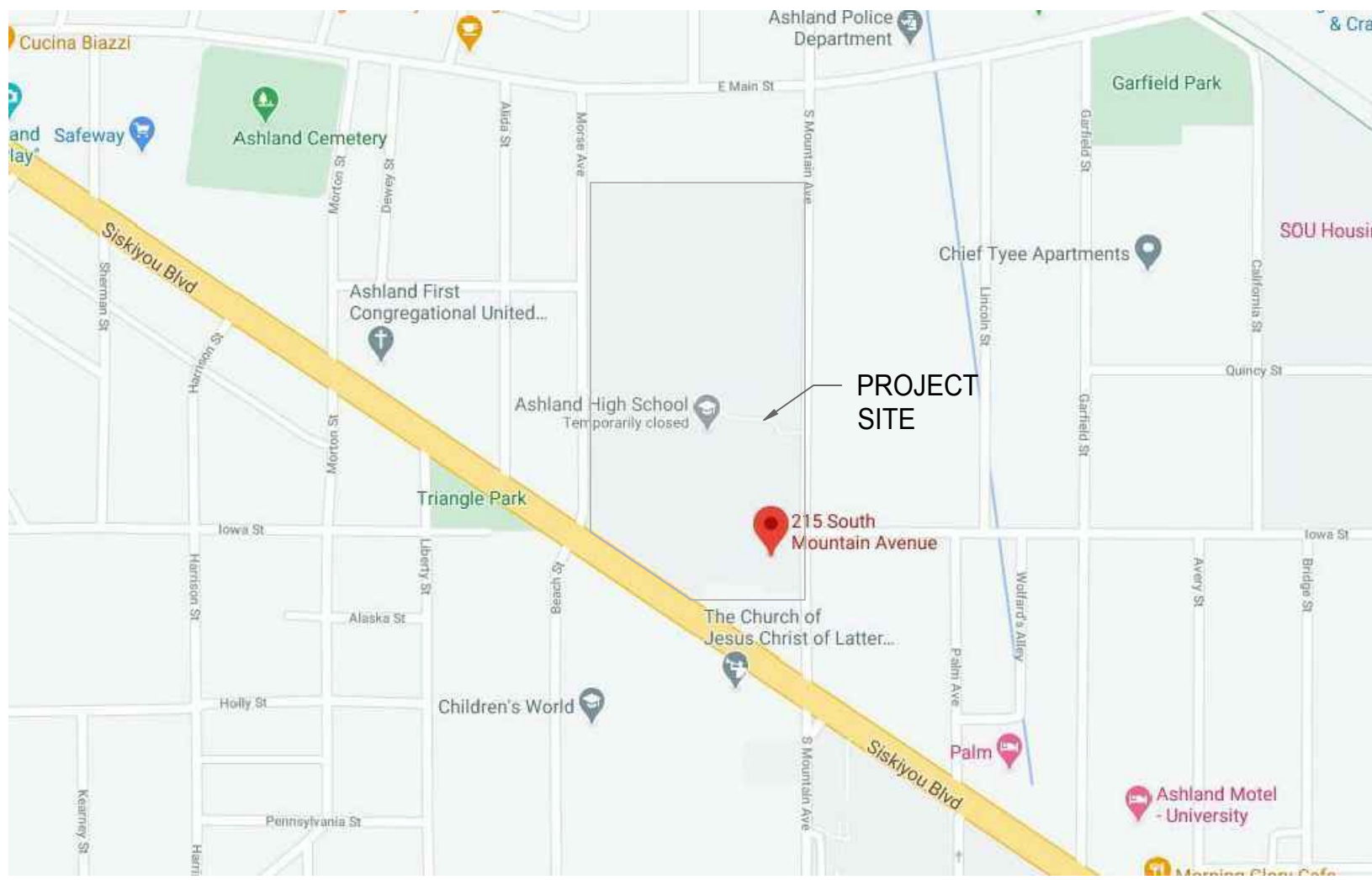
Ashland High School Modernization Project

Ashland School District

201 S MOUNTAIN AVENUE,
ASHLAND OR 97520

BID SET
04/15/22





201 S MOUNTAIN AVENUE,
ASHLAND OR 97520

SITE AND ARCHITECTURAL CAMPUS UPGRADES FOR ADA UNIVERSAL ACCESSIBILITY INCLUDE THE REPLACEMENT OF THREE (3) EXTERIOR STAIRCASES AT BLDG A, NEW ACCESSIBLE RAMPS & CODE-COMPLIANT STAIRS SURROUNDING BUILDINGS A, B, & C, QUAD UPGRADES, AND PARKING LOT IMPROVEMENTS.

CLIENT
ASHLAND SCHOOL DISTRICT #3
www.ashland.k12.or.us
885 siskiyou boulevard
ashland, OR 97520
(541) 482-2185
Sammuel Bogdanove, Superintendent

CLIENT REPRESENTATIVE
HMK, Co.
www.hmkco.org
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David McKay, Owner
Chris McKay, Program Manager
Aaron Lacey, Project Manager

ARCHITECT
ARKITEK: DESIGN & ARCHITECTURE
www.arkitek.us
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ashland, OR 97520
(541) 591-9868
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Jane Alexander, Planning Manager
Jerome White, Project Architect
Peter Su, Project Manager

ELECTRICAL ENGINEERING
DOUGLAS ENGINEERING PACIFIC, INC.
www.douglasengineering.com
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(541) 482-3838
Myron Hudson, Vice Principal

MECHANICAL / PLUMBING ENGINEER
MFIA INC. CONSULTING ENGINEERS
www.mfia-eng.com
2007 SE Ash St
Portland, Oregon 87214
(503) 234-0548
Scott Miller, P.E.

CIVIL ENGINEER
POWELL ENGINEERING + CONSULTING
www.powellengineeringconsulting.com
221 n. central avenue, pmb 221
medford, OR 97501
(541) 613-0723
Todd Powell, Civil Engineer

LANDSCAPE ARCHITECT
COVEY PARDEE LANDSCAPE ARCHITECTS
www.coveypardee.com

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HARDWARE CONSULTANT
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Joe Cross, AHC

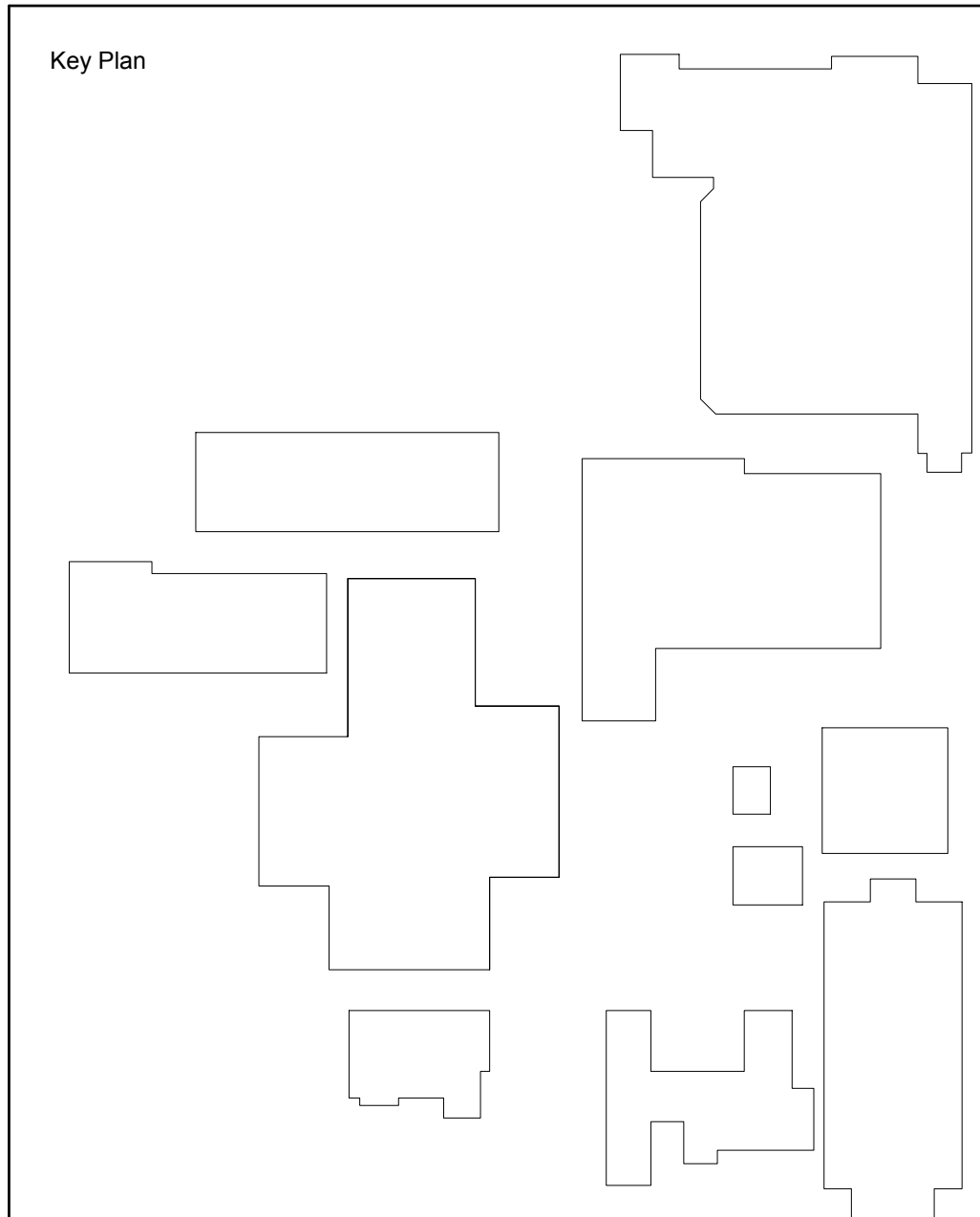
1. THE CONSTRUCTION CONTRACT IS FOR THE CONSTRUCTION OF A COMPLETE AND FULLY FUNCTIONING INSTALLATION. THESE DOCUMENTS DESCRIBE THE DESIGN INTENT AND SPECIFIC REQUIREMENTS OF THE INSTALLATION. THESE DOCUMENTS DO NOT INTEND TO SHOW EVERY ITEM REQUIRED TO CONSTRUCT THE WORK. ITEMS SUCH AS FASTENERS, CONNECTORS, FILLERS, MISCELLANEOUS CLOSURE ELEMENTS, ANCILLARY CONTROL WIRING AND OTHER ELECTRICAL WORK, WHICH THE CONTRACTOR IDENTIFIES AS WORK THAT IS NOT INCLUDED ARE NOT ALWAYS SHOWN AND ARE CONSIDERED INCLUDED IN THE SCOPE OF THE WORK. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A FULLY FUNCTIONING INSTALLATION WHICH MEETS THE DESIGN INTENT, INCLUDING THE SPECIFIC REQUIREMENTS INCLUDED IN THESE DOCUMENTS.
2. ALL ITEMS IN THESE DOCUMENTS ARE NEW UNLESS OTHERWISE NOTED.
3. THESE DOCUMENTS DESCRIBE A SINGLE CONSTRUCTION CONTRACT. THE USE OF SUBCONTRACTORS IS THE ELECTION OF THE CONTRACTOR. THESE DOCUMENTS DO NOT INTEND TO DIVIDE THE WORK AMONG THE CONTRACTORS SUBCONTRACTORS OR WHEN THE CONTRACT IDENTIFIES WORK THAT IS NOT MECHANICAL WORK OR NOT IN ELECTRICAL WORK, IT MEANS THAT WORK IS FURTHER DESCRIBED OR SPECIFIED IN THE MECHANICAL OR ELECTRICAL DRAWINGS OR SPECIFICATIONS. IT DOES NOT PRECLUDE THE CONTRACTOR FROM DELEGATING THE WORK TO THE ENTITIES OF HIS ELECTION. IN ADDITION THE DIVISION OF THE CONTRACT DOCUMENTS INTO ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL AND OTHER DESIGN DISCIPLINES NEITHER INDICATES THE WORK FOR THOSE DISCIPLINES AS SHOWN ONLY IN THOSE DRAWINGS OR SPECIFICATIONS, NOR DIVIDES IN THIS SET NOTED "BY OWNER" ARE NOT IN THE CONTRACT (N.I.C.).
4. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF THE WORK OF THE OWNER AND THE SUBCONTRACTORS TO REVIEW ALL DRAWINGS, PROJECT MANUAL, ADDENDA, ETC. IN ORDER TO ASSURE THE COORDINATION OF ALL WORK AFFECTING EACH TRADE. FAILURE TO REVIEW AND COORDINATE ALL CONTRACT DOCUMENTS BY THE GENERAL CONTRACTOR WITH ALL THE SUBCONTRACTORS FOR APPLICABLE ITEMS OF THE WORK SHALL NOT RELIEVE THE RESPONSIBLE PARTY FROM PERFORMING ALL WORK SO REQUIRED AS PART OF THE CONTRACT.
5. UNLESS OTHERWISE NOTED, THE PROJECT MANUAL, WHICH INCLUDES THE GENERAL CONDITIONS, SUPPLEMENTAL CONDITIONS, TECHNICAL SPECIFICATIONS, AND THE DRAWINGS ARE COMPLEMENTARY AND TOGETHER DESCRIBE THE PROJECT REQUIREMENT. WHERE THERE ARE DISCREPANCIES BETWEEN THE PROJECT MANUAL AND THE DRAWINGS, THE CONTRACTOR SHALL ADVISE THE ARCHITECT AND REQUEST A CLARIFICATION. THE ORDER OF PRECEDENCE BETWEEN THE DRAWINGS AND THE PROJECT MANUAL IS AS DEFINED IN THE PROJECT MANUAL.
6. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL LAYOUT AND SEQUENCE THE INSTALLATION OF THE WORK SO THAT THE DIFFERENT SYSTEMS DO NOT OBSTRUCT THE INSTALLATION OF SUCCESSIVE WORK. IN GENERAL, SEQUENCE INSTALLATION SHALL BE DONE FROM TOP AS HIGH AND TIGHT TO STRUCTURE AS POSSIBLE TO LEAVE SPACE AVAILABLE FOR SYSTEMS WHICH FOLLOW.
7. REFER TO THE PROJECT MANUAL FOR SPECIFICATIONS, GENERAL INFORMATION, PRODUCTS AND EXECUTION REQUIREMENTS. REQUIREMENTS OF THE SPECIFICATIONS APPLY TO ALL ASPECTS OF THE WORK AND ARE INCLUDED AS ADDITIONAL INFORMATION FOR EACH ITEM SPECIFIED. IF DISCREPANCIES EXISTS BETWEEN THE SPECIFICATIONS AND DRAWINGS, THE MORE STRINGENT REQUIREMENTS SHALL PREVAIL. THE GENERAL CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVES OF ANY DISCREPANCIES.
8. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO VISIT THE SITE PRIOR TO BIDDING IN ORDER TO FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE IMPACT OF THE PROPOSED NEW WORK. INDICATED ON THE DRAWINGS AND SPECIFICATIONS, ON THESE CONDITIONS, ANY QUESTIONS REGARDING THE COORDINATION OF NEW WORK OR EXISTING CONDITIONS MUST BE SUBMITTED TO THE OWNER'S REPRESENTATIVE IN WRITING PRIOR TO BID SUBMISSION AND WITH ADEQUATE TIME FOR RESPONSE TO ALL BIDDERS. THE OWNER'S REPRESENTATIVE WILL RESPOND TO QUESTIONS, SUBMITTED IN A TIMELY MANNER, WITH WRITTEN CLARIFICATIONS FORWARDED TO ALL BIDDERS.
9. IN OBTAINING AND VERIFYING DIMENSIONS SHOWN ON THESE DRAWINGS ARE ASSUMED TO BE ACCURATE BASED ON AVAILABLE INFORMATION. THE CONTRACTOR SHALL, PRIOR TO THE START OF CONSTRUCTION, VERIFY ALL EXISTING CONDITIONS, PROVIDE A COMPLETE FIELD LAYOUT ON THE JOB SITE, AND NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DEVIATIONS OR CONFLICTS WITH THESE DRAWINGS.
10. THE DRAWINGS SHALL NOT BE SCALED. THE GENERAL CONTRACTOR SHALL REFER TO THE DIMENSIONS INDICATED OR THE ACTUAL SIZES OF CONSTRUCTION ITEMS. WHERE NO DIMENSIONS OR METHOD OF DETERMINING A LOCATION IS GIVEN, VERIFY CORRECT DIMENSIONS OR LOCATION WITH THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING THE WORK.
11. THE DRAWINGS AND REFERENCED DETAILS HAVE BEEN DIMENSIONED IN ORDER TO ESTABLISH THE CONTROL AND GUIDELINES FOR FIELD LAYOUT. WHERE A DISCREPANCY EXISTS BETWEEN THE DRAWING AND THE DETAIL, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR CLARIFICATION PRIOR TO INSTALLATION.
12. DIMENSIONS ARE TO FACE OF FINISH UNLESS OTHERWISE NOTED.
13. WHERE DIMENSIONS ARE NOTED TO BE VERIFIED IN THE FIELD (V/F) THE DIMENSION SHOWN IS THE DESIGN BASIS, BUT MAY DIFFER FROM ACTUAL CONDITIONS. CONTRACTOR SHALL VERIFY THESE DIMENSIONS WHILE LAYING OUT THE WORK AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO START OF THE WORK. DIMENSIONS TO THE OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH THE WORK. WHERE DIMENSIONS ARE NOTED "+/-" FIELD DIMENSIONS MAY VARY FROM THE NOTED DIMENSIONS BY MINOR AMOUNTS. IF THE CONTRACTOR IDENTIFIES DIMENSIONS IN THE FIELD THAT DIFFER BY MORE THAN 1" FROM THE +/- DIMENSIONS INDICATED IN THE DRAWINGS, THE CONTRACTOR SHOULD CONFIRM DIFFERENTIAL WITH ARCHITECTS.
14. DETAILS ARE KEPT TO THE PLANS AT TYPICAL LOCATIONS. TYPICAL DETAILS APPLY TO ALL LOCATIONS WHICH ARE SIMILAR BUT ARE NOT OTHERWISE DETAILED. THE CONTRACTOR AND SUBCONTRACTORS ARE RESPONSIBLE FOR COORDINATING THE LOCATION OF ALL TYPICAL DETAILS AND INSTALLING THE WORK INDICATED. IF DISCREPANCIES EXIST OR QUALIFICATION IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR CLARIFICATION PRIOR TO PROCEEDING.
15. FINISHES ARE KEPT TO THE DRAWINGS AT TYPICAL LOCATIONS. THE FINISHES APPLY TO ALL LOCATIONS WHICH ARE SIMILAR BUT ARE NOT OTHERWISE DETAILED. CONTRACTOR AND SUBCONTRACTORS ARE RESPONSIBLE FOR COORDINATING THE LOCATION OF ALL TYPICAL FINISHED. IF DISCREPANCIES EXIST OR QUALIFICATION IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR CLARIFICATION PRIOR TO BEGINNING.
16. ABBREVIATIONS ON SHEET G2.01 APPLY TO THE ENTIRE SET UNLESS OTHERWISE NOTED.
17. WALL FIRE RATING INDICATIONS ON THE FLOOR PLANS SHOW EXTENT OF FIRE RATED PARTITION. FIRE RATING IN A PARTITION SHALL CONTINUE OVER DOOR OR WINDOW OPENING WHETHER OR NOT THEY APPEAR IN PLAN.
18. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO VERIFY SIZE AND INVERT ELEVATION OF OPENINGS / SLEEVES THROUGH CONCRETE AND MASONRY WALLS AND CONCRETE FOUNDATION WALLS. OPENINGS / SLEEVES ARE NOT RESPOND TO THOSE SHOWN ON STRUCTURAL DRAWING SHEETS.
19. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND MAKE PROVISIONS FOR ALL PIPE / CONDUIT SLEEVES THROUGH CONCRETE WALLS.
20. ELEVATIONS ARE TO TOP OF CONCRETE OR OTHER HARD SURFACE MATERIAL. DO NOT SCALE DRAWINGS. USE DIMENSIONS INDICATED.
21. DETAILS ARE INTENDED TO SHOW METHOD AND MANNER OF ACCOMPLISHING THE WORK. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SHALL BE INCLUDED AS PART OF THE WORK.
22. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND EXISTING CONDITIONS AT THE SITE BEFORE BEGINNING WORK AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO START OF THE WORK. IN CASE OF CONFLICT BETWEEN ARCHITECTURAL AND CONSULTANTS DRAWINGS, THE ARCHITECT WILL DETERMINE THE CORRECT INTENTION OF THE WORK.
23. PROVIDE PEDESTRIAN PROTECTION AS NECESSARY AND AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
24. ALL CONSTRUCTION RELATING TO BUILDING, PARKING OR SITE DEVELOPMENT SHALL CONFORM TO STATE OF OREGON AND JURISDICTIONAL ACCESSIBILITY REQUIREMENTS.
25. THE CONTRACTOR SHALL COORDINATE ANY NECESSARY IMPROVEMENTS FOR OFF-SITE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRIVEWAYS, CURBS, GUTTERS, UTILITIES, ETC. OFF SITE IMPROVEMENTS SHALL MEET THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION (A/H).
26. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. SPECIFIC NOTES ON DETAILS APPLY TO SIMILAR CONDITIONS UNLESS NOTED OTHERWISE (UNO / UON).
27. ELEVATORS SHALL COMPLY WITH THE 'OREGON ELEVATOR SPECIALTY CODE'.
28. WHERE FIRE RATED OPENING PROTECTION IS REQUIRED, THE FIRE DOORS AND SMOKE AND DRAFT CONTROL DEVICES INSTALLED IN THE CORRIDOR CORNINGS SHALL BE TESTED AND LABELED IN ACCORDANCE WITH (OSCC CURRENT EDITION SECTION) IN CONFORMANCE WITH THE REQUIREMENTS OF THE LISTED ASSEMBLY. THE MANUFACTURER'S INSTALLATION INSTRUCTIONS SHALL BE PROVIDED WITH EACH ASSEMBLY FOR INSTALLATION AND FOR REVIEW BY THE INSPECTION AUTHORITY.

G0.01	COVER SHEET
G1.01	PROJECT INFO
G2.01	SYMBOLS, LEGENDS, AND ACCESSIBILITY

C1.0	CIVIL GENERAL NOTES
C1.1	EXISTING CONDITIONS
C1.2	OVERALL SITE DEMOLITION PLAN
C2.1	EROSION CONTROL PLAN
C3.0	OVERALL CIVIL SITE PLAN
C3.1	PARTIAL SITE PLAN (W)
C3.2	PARTIAL SITE PLAN (E)
C4.1	PARTIAL GRADING PLAN (W)
C4.2	PARTIAL GRADING PLAN (E)
C6.0	PROJECT DETAILS

L0.1	TREE PROTECTION & REMOVAL PLAN
L1.0	OVERALL IRRIGATION PLAN
L1.1	IRRIGATION PLAN - SOUTHWEST
L1.3	IRRIGATION DETAILS
L2.0	OVERALL PLANTING PLAN
L2.1	PLANTING PLAN - SOUTHWEST
L2.2	PLANTING PLAN - SOUTHEAST

AD1.01	BREEZEWAY DEMOLITION PLAN
AD7.01	BLDG A - STAIR DEMOLITION
A1.01	ARCHITECTURAL SITE PLAN
A1.02	ENLARGED SITE PLAN - WEST
A1.03	ENLARGED SITE PLAN - EAST
A1.11	SITE DETAILS
A7.01	BLDG A - ENLARGED PLANS
A7.02	BLDG A - SECTIONS
A7.03	BLDG A - DETAILS
A7.04	BLDG A - ROOF PLANS



Ashland School District
Ashland High School Modernization
 201 S MOUNTAIN AVENUE, ASHLAND OR 97520



Project

Consultant

Revisions		
No.	Description	Date

Date	04/15/22
Job No.	19-031
Drawn By	Author
Checked By	Checker

BID SET

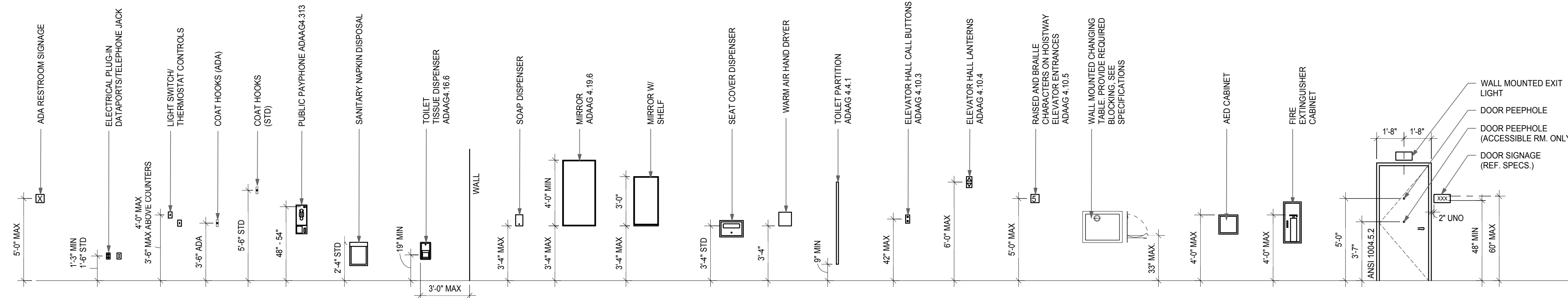
Date
04/15/22

Project Number
19-031

Drawing Title
PROJECT INFO

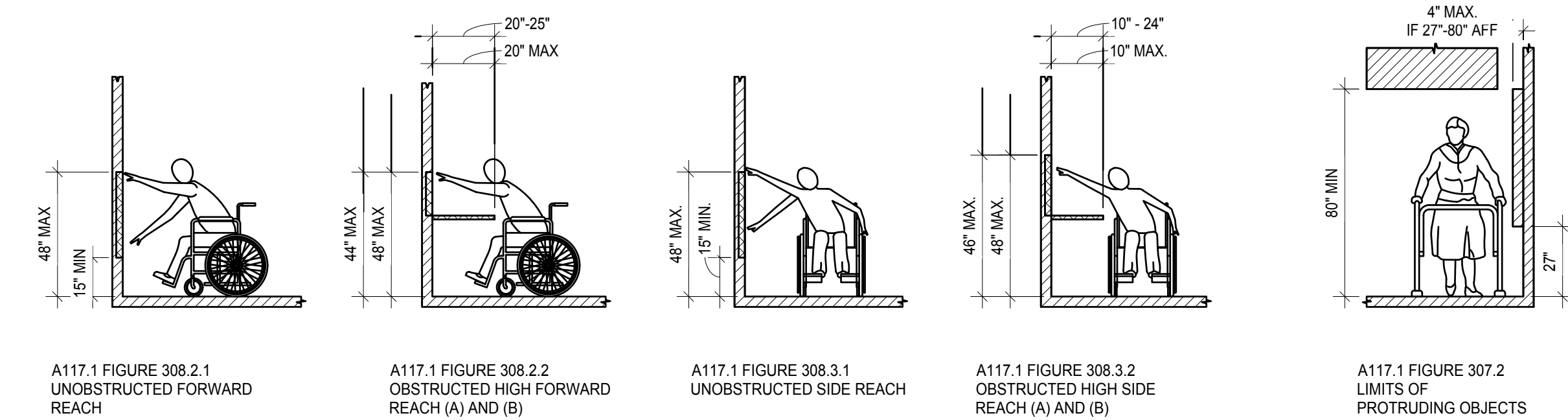
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G1.01

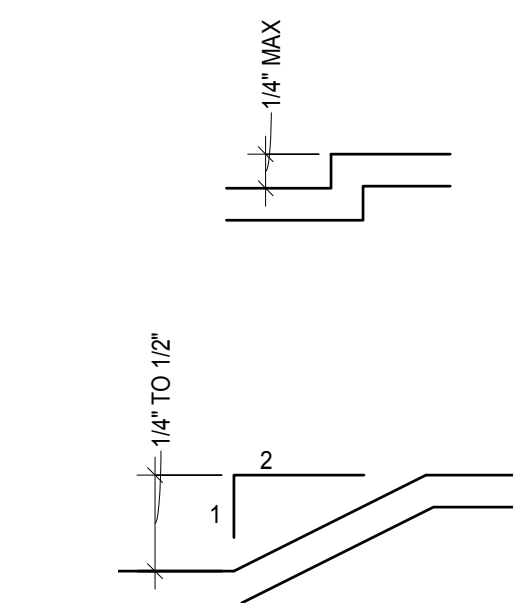


TYP ACC. MOUNTING HEIGHTS

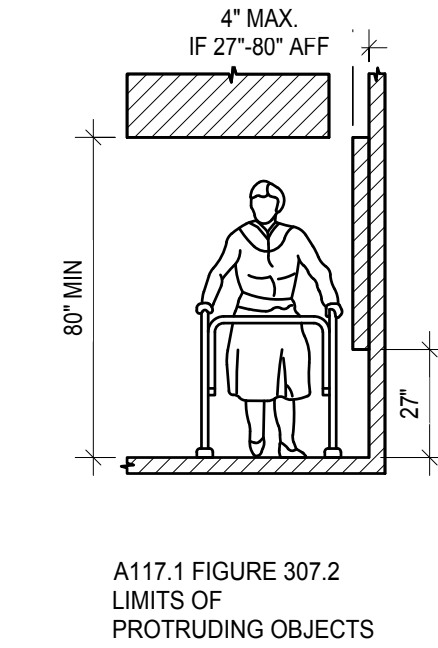
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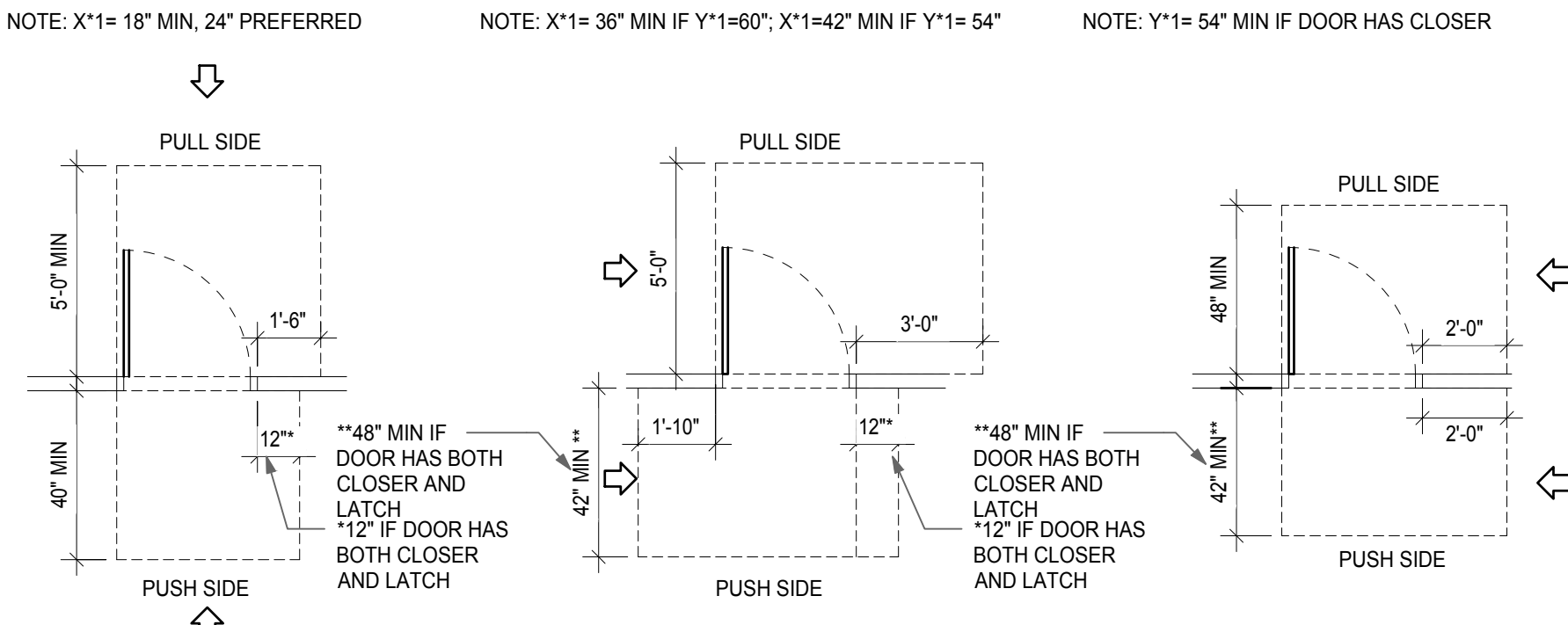
TYP REACH RANGES



LEVEL CHANGES



PROTRUDING OBJECTS



TYP ACC. DOOR CLEARANCES

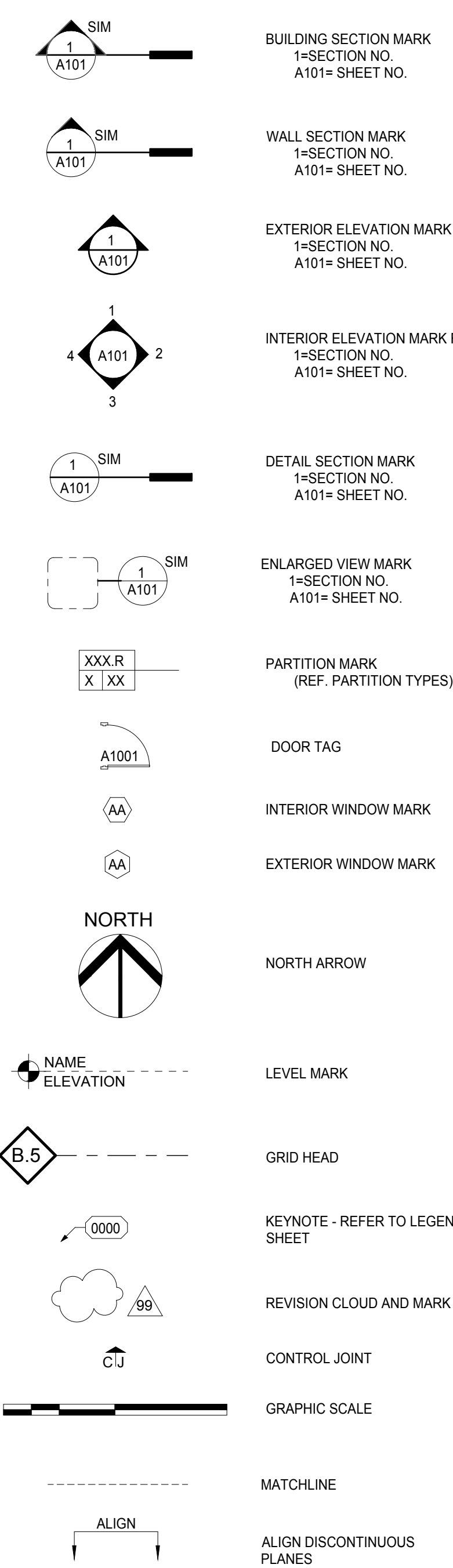
1/4" = 1'-0"

ABBREVIATIONS

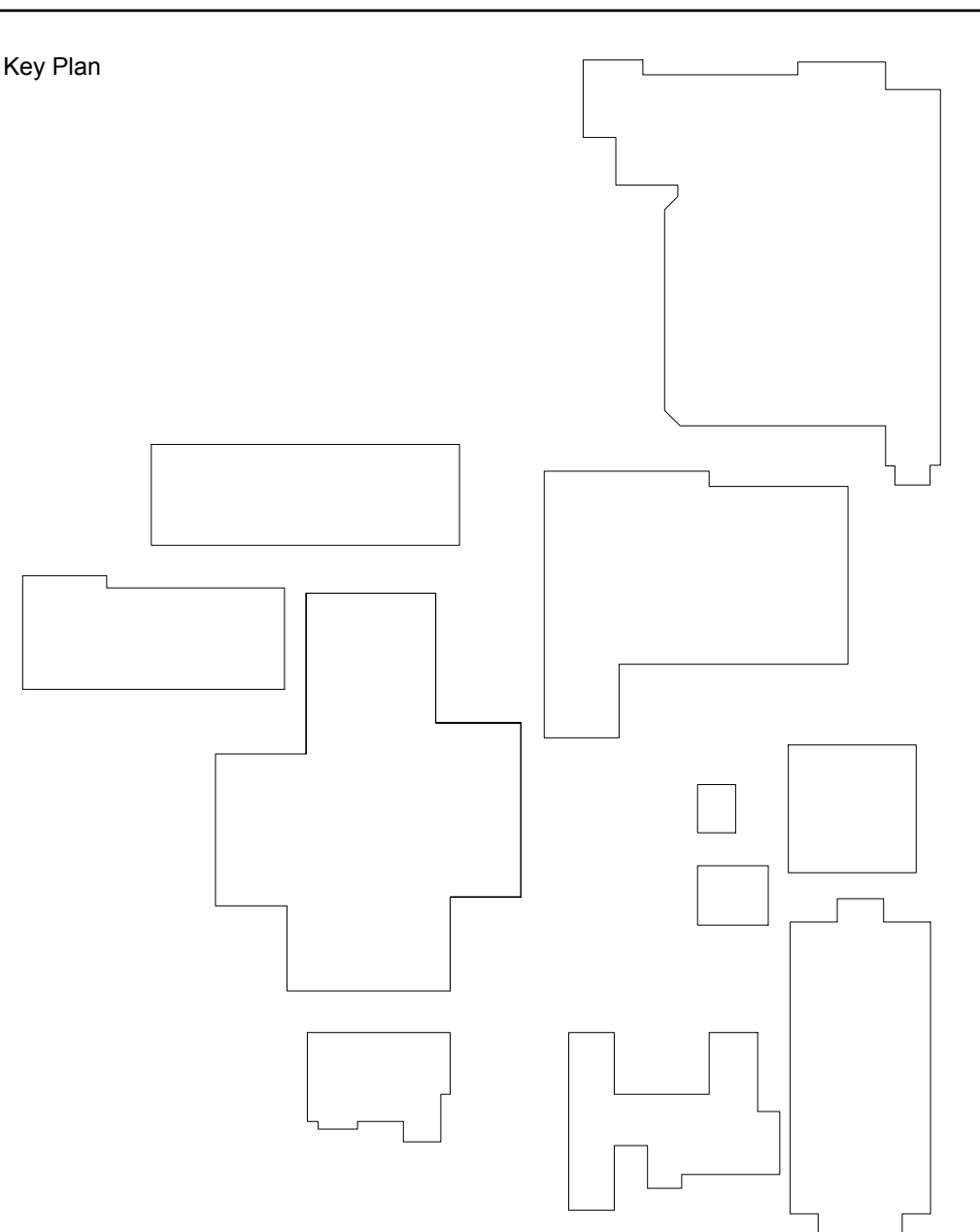
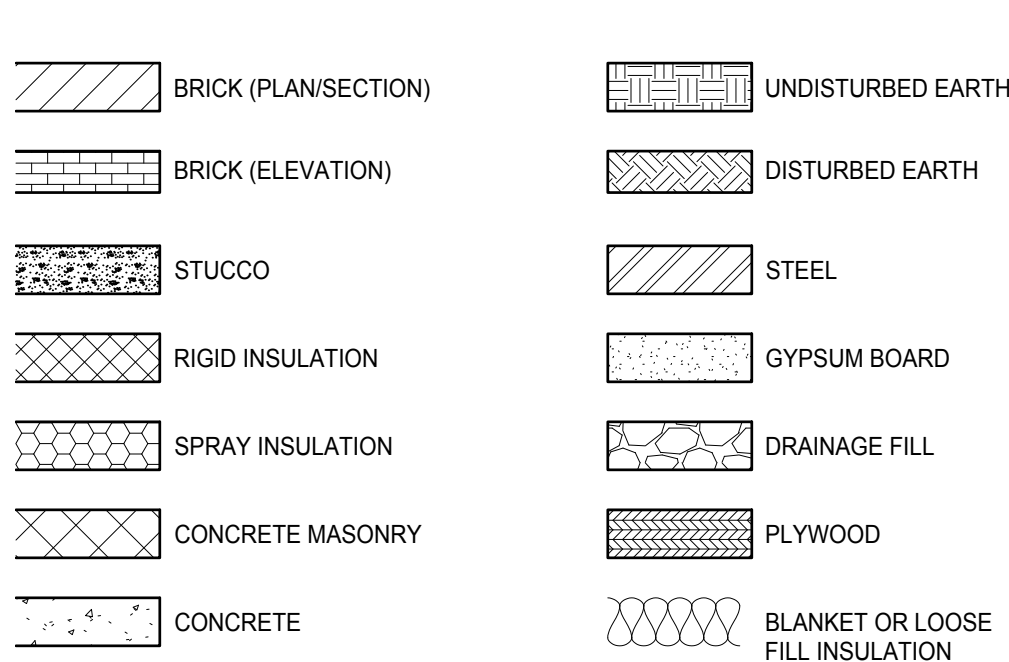
#	POUND OR NUMBER	HDR	HEADER
AC	AIR CONDITIONING	HDW	HARDWARE
AB	ANCHOR BOLT	HM	HOLLOW METAL
ACT	ACCOUSTICAL CEILING TILE	HOR(IZ)	HORIZONTAL
AD	AREA DRAIN	HR	HOUR
ADD	ADDENDUM	HT	HEIGHT
ADH	ADHESIVE	HTG	HEATING
AFF	ABOVE FINISH FLOOR	HVAC	HEATING, VENTILATION, AND AIR CONDITIONING
AGG	AGGREGATE	HWD	HARDWOOD
AHJ	AUTHORITY HAVING JURISDICTION	HW	HOT WATER HEATER
AL(UM)	ALUMINUM	ID	INSIDE DIAMETER
ANOD	ANODIZED	INCL	INCLUDE(D), INCLUDING
AP	ACCESS / ACOUSTIC PANEL	INS(UL)	INSULATE(D), INSULATION
ARCH	ARCHITECTURAL	INT	INTERIOR
AUTO	AUTOMATIC	JAN(T)	JANITOR
BATT	BATT INSULATION	JC	JANITOR'S CLOSET
BD	BOARD	JOINT	JOINT
BIT	BITUMINOUS	LAM	LAMINATE(D)
BLDG	BUILDING	LAV	LAVATORY
BM	BENCH MARK	LH	LEFT HAND
BO	BOTTOM OF	MAX	MAXIMUM
BOL	BOLLARD	MB	MACHINE BOLT
BOT	BOTTOM	MECH	MECHANICAL
BRNZ	BRONZE	MEZZ	MEZZANINE
BRNIZ	BRONZE	MFR	MANUFACTURE(R)
CB	CATCH BASIN	MGR	MANAGER
CCTV	CLOSED CIRCUIT TV	MH	MANHOLE
CEM	CEMENT	MIN	MINIMUM
CF	CUBIC FOOT	MISC	MISCELLANEOUS
BLDG	BUILDING	MO	MASONRY OPENING
CG	CORNER GUARD	MOD	MODULAR
CI	CONTINUOUS INSULATION	MP	METAL PANEL
CJT	CONTROL JOINT	MRGB	MOISTURE RESISTANT GYPSUM WALL BOARD
CL	CENTERLINE	MTL	METAL
CLG	CLEAR(ANCE)	MULL	MULLION
CMU	CONCRETE MASONRY UNIT	MWP	MEMBRANE WATERPROOFING
COL	COLUMN	N	NORTH
CONC	CONCRETE	NAT	NATURAL
CONST	CONSTRUCTION	NIC	NOT IN CONTRACT
CONT	CONTINUE, CONTINUOUS	NOM	NOMINAL
CONTR	CONTRACT	NTS	NOT TO SCALE
COORD	COORDINATE	OA	OVERALL
CRS	COURSE	OC	ON CENTER
CS	COUNTERSINK	OD	OUTSIDE DIAMETER
CSMT	CASEMENT	OPG	OPENING
CT	CERAMIC TILE	OPP	OPPOSITE
CTR	CENTER	OVHD	OVERHEAD
CX	CONNECTION	P-LAM	PLASTIC LAMINATE
CY	CUBIC YARD	PAR	PARAPET
DEM	DEMOLISH, DEMOLITION	PERF	PERFORATE(D)
DEP	DEPRESSED	PJT	PANEL JOINT
DF	DRINKING FOUNTAIN	PLAT	PLATFORM
DIA	DIAMETER	PNL	PANEL
DIAG	DIAGONAL	PNT	PAINT
DIM	DIMENSION	PP	PREPAINTED
DISP	DISPENSER	PPF	POUNDS PER SQUARE FOOT
DIV	DIVISION	PSI	POUNDS PER SQUARE INCH
DL	DEAD LOAD	PT	PRESSURE TREATED
DMT	DEMOUNTABLE	PTD	PAPER TOWEL DISPENSER
DN	DOWN	PTL	PARTIAL
DR	DOOR	PTN	PARTITION
DS	DOWNSPOUT	PVC	POLYVINYL CHLORIDE
DTL	DETAIL	PWD	PLYWOOD
DWG(S)	DRAWING(S)	QT	QUARRY TILE
DWR	DRAWER	RA	RETURN AIR
E	EAST	RAD	RADIUS
EA	EACH	RD	ROOF DRAIN
EB	EXPANSION BOLT	REF	REFERENCE
EJ	EXPANSION JOINT	REINF	REINFORCE(D), REINFORCING
EL, ELEV	ELEVATION	REQ	REQUIRED
ELEC	ELECTRIC(AL)	REV	REVISION(S), REVISED
EMERG(ES)	EMERGENCY	RH	RIGHT HAND
ENCL	ENCLOSE(URE)	RM	ROOM
EOS	EDGE OF STUD	RND	ROUND
EP	ELECTRICAL PANEL BOARD	RO	ROUGH OPENING
EPDM	ETHYLENE PROPYLENE DIENE MONOMER	S	SOUTH
EQ	EQUAL	SA	SUPPLY AIR
EQUIP	EQUIPMENT	SC	SOLID CORE
EST	ESTIMATE	SCHED	SCHEDULE
EX	EXISTING	SEC	SECTION
EXH	EXHAUST	SIM	SIMILAR
EXP	EXPOSED, EXPANSION	SL	SLEEVE
EXT	EXTERIOR	SPEC	SPECIFICATION(S)
FA	FIRE ALARM	SQ	SQUARE
FAP	FLUID APPLIED FLOORING	SS	STAINLESS STEEL
FD	FLOOR DRAIN, FIRE DAMPER	STD	STANDARD
FE	FIRE EXTINGUISHER	STL	STEEL
FEC	FIRE EXTINGUISHER CABINET	STRUCT	STRUCTURAL
FF	FINISH FLOOR	SUPP	SUPPLEMENT, SUPPLY
FFE	FURNISHINGS FIXTURES AND EQUIPMENT	SUSP	SUSPENDED
FGL	FIBERGLASS	SV	SHEET VINYL
FHC	FIRE HOSE CABINET	TB	TACKBOARD
FHMS	FLATHEAD MACHINE SCREW	TKBD	TELEPHONE
FHWS	FLATHEAD WOOD SCREW	TEMP	TEMPERED, TEMPERATURE
FIN	FINISH(ED)	TG, T&G	TONGUE AND GROOVE
FL	FLOOR	TO	TOP OF
FLASHG	FLASHING	TOC	TOP OF CURB, TOP OF CONCRETE
FLO	FLOOR CLEANOUT	TOF	TOP OF FRAMING
FLR	FLOOR(ING)	TOP	TOP OF PARAPET
FLUOR	FLUORESCENT	TOPL	TOP OF PLATE
FND	FOUNDATION	TOR	TOP OF ROOF
FOC	FACE OF CONCRETE	TOS	TOP OF STEEL
FOP	FACE OF FINISH	TS	TUBE STEEL
FOS	FACE OF STEEL	TW	TOP OF WALL
FP	FIREPROOFING	TYP	TYPICAL
FR	FRAME(D), FRAMING	UNO, UNO	UNLESS NOTED OTHERWISE
FS	FULL SIZE, FLAME SPREAD	VB	VAPOR BARRIER
FT	FIRE TREATED	VCT	VINYL COMPOSITION TILE
FTG	FOOTING	VERT	VERTICAL
GA	GAUGE	VG	VERTICAL GRAIN
GALV	GALVANIZED	VIF	VERIFY IN FIELD
GB	GRAB BAR, GYPSUM BOARD	W	WEST
GI	GALVANIZED IRON	WI	WITH
GL	GLASS, GLAZING	WIO	WITHOUT
GP	GALVANIZED PIPE	WC	WATER CLOSET
GSS	GALVANIZED STEEL SHEET	WD	WOOD
GWB	GYPSUM WALL BOARD	WP	WATERPROOF(ING)
GYP	GYPSUM	WS	WATERSTOP
GYP BD	GYPSUM BOARD	WWF	WELDED WIRE FABRIC
HB	HOSE BIB	±	PLUS OR MINUS
HBD	HARDBOARD	ø	DIAMETER
HC	HOLLOW CORE		
HD	HEAVY DUTY		

ABBREVIATIONS

SYMBOLS LEGEND



MATERIALS LEGEND



Drawing Name: C:\Users\Tad\OneDrive - Powell Engineering and Consulting, LLC\Project\Current Projects\Ashland_Ashland\Drawings\CADD\ADA only\adagrp\AHS C1-C5.dwg Plot Date: April 15, 2022 3:14 PM Pld Date: April 15, 2022 4:01 PM By: TPowell

GENERAL NOTES

1. WORK AND MATERIALS SHALL CONFORM TO THE PROVISIONS OF THE CURRENT "STANDARD SPECIFICATIONS FOR CONSTRUCTION", ODOT/AMERICAN PUBLIC WORKS ASSOCIATION (APWA), UNLESS OTHERWISE COVERED BY THE SPECIFICATIONS WRITTEN FOR THIS PROJECT OR THE CITY SPECIFICATIONS.
2. ALL WORK PERTAINING TO THIS PROJECT SHALL BE SUBJECT TO INSPECTION BY THE PROJECT ENGINEER AND/OR CITY ENGINEER, PRIOR TO ANY SITE WORK. THE CONTRACTOR SHALL CONTACT THE CITY AND PROJECT ENGINEER TO SCHEDULE A PRE-CONSTRUCTION CONFERENCE.
3. PRIOR TO ANY SITE DISTURBING ACTIVITY INCLUDING CLEARING, LOGGING OR GRADING, THE SITE BOUNDARIES & CLEARING LIMITS AS SHOWN ON THESE PLANS SHALL BE LOCATED AND FIELD IDENTIFIED BY THE PROJECT SURVEYOR AND ALL ESC MEASURES SHALL BE INSTALLED AS IDENTIFIED ON THE EROSION & SEDIMENT CONTROL PLAN.
4. A COPY OF THESE APPROVED PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
5. ALL SITE WORK IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE APPROVED PLANS. ANY DEVIATION FROM THESE PLANS WILL REQUIRE PRIOR APPROVAL FROM THE OWNER, ENGINEER AND APPROPRIATE PUBLIC AGENCIES PRIOR TO PERFORMING THE CHANGES IN THE FIELD.
6. ALL LOCATIONS OF EXISTING UTILITIES SHOWN HEREON HAVE BEEN ESTABLISHED BY FIELD SURVEY OR OBTAINED FROM AVAILABLE RECORDS AND SHOULD THEREFORE BE CONSIDERED APPROXIMATE ONLY AND NOT NECESSARILY COMPLETE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INDEPENDENTLY VERIFY THE ACCURACY OF ALL UTILITY LOCATIONS SHOWN AND TO FURTHER DISCOVER AND AVOID ANY OTHER UTILITIES NOT SHOWN HEREON WHICH MAY BE AFFECTED BY THE IMPLEMENTATION OF THIS PLAN. THE CONTRACTOR SHALL CONTACT THE UNDERGROUND UTILITIES LOCATION SERVICE (DIAL 811) AT LEAST TWO BUSINESS DAYS PRIOR TO CONSTRUCTION. THE APPLICANT OR HIS REPRESENTATIVE AND THE ENGINEER SHALL BE CONTACTED IMMEDIATELY IF CONFLICTS EXIST.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFEGUARDS, SAFETY DEVICES, PROTECTIVE EQUIPMENT, FLAGGERS, AND ANY OTHER NEEDED ACTIONS TO PROTECT THE LIFE, HEALTH AND SAFETY OF THE PUBLIC, AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACT.
8. THE CONTRACTOR SHALL KEEP OFF-SITE STREETS CLEAN AT ALL TIMES BY SWEEPING. STREET WASHING WILL NOT BE ALLOWED WITHOUT PRIOR CITY APPROVAL.
9. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS PRIOR TO INITIATING WORK. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER WHEN CONFLICTS OCCUR BETWEEN THE PLANS AND FIELD CONDITIONS. CONFLICTS SHALL BE RESOLVED PRIOR TO PROCEEDING WITH CONSTRUCTION. REVISIONS SHALL BE FORMALLY APPROVED BY THE APPLICANT AND PROJECT ENGINEER PRIOR TO MAKING CHANGES IN THE FIELD.
10. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ANY UTILITY RELOCATIONS WITH UTILITY COMPANIES.
11. ALL NEW UTILITIES SHALL BE INSTALLED UNDERGROUND.
12. CONTRACTOR SHALL DOCUMENT AND RECORD FIELD CHANGES, PIPE INVERT, PIPE SLOPE, AND ANY OTHER CRITICAL AS-CONSTRUCT DATA. AS-BUILT DRAWINGS AND FINAL REPORTS WILL BE REQUIRED BEFORE FINAL APPROVAL.
13. WORK IN CITY RIGHT-OF-WAY REQUIRES AN ENCROACHMENT PERMIT FROM THE LOCAL AUTHORITY.
14. WORK IN ANY STATE RIGHT-OF-WAY REQUIRES A MISCELLANEOUS PERMIT FROM OREGON DEPARTMENT OF TRANSPORTATION.
15. APPROVED PERMANENT TRAFFIC CONTROL SIGNS AND MARKINGS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE INSTALLED PRIOR TO FINAL APPROVAL.
16. DURING PROJECT CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL TEMPORARY CONSTRUCTION SIGNS, TRAFFIC CONTROL SIGNS, DELINEATORS AND TEMPORARY MARKINGS AS REQUIRED.
17. ACCESS BY EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
18. ALL CLEARED AND GRUBBED MATERIAL SHALL BE REMOVED FROM THE CONSTRUCTION SITE AND DISPOSED AT AN APPROVED LOCATION.
19. ALL AREAS WITH ABANDONED UTILITY LINES, STORM DRAINS, UNDERGROUND TANKS, ETC. WHICH MAY PROVIDE VOID SPACE BENEATH THE SURFACE SHALL BE REMOVED. WHEN APPROVED BY THE ENGINEER THE VOID SPACE MAY BE FILED WITH APPROVED MATERIAL. ALL TANKS OR HAZARDOUS MATERIALS SHALL BE DEALT WITH IN ACCORDANCE TO ALL LOCAL, STATE AND FEDERAL LAWS.
20. PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY GRADES AT SAWCUT LOCATIONS AND MATCHING OF EXISTING GRADE LOCATIONS.
21. CONTRACTOR IS RESPONSIBLE FOR ANY ASPHALT GRINDING, OVERLAY AND SLURRY SEAL. ALL SPECIFICATIONS SHALL COMPLY WITH ALL LOCAL AUTHORITY REQUIREMENTS.
22. CONSTRUCTION SHALL CONFORM TO THE 2018 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION PUBLISHED BY THE OREGON CHAPTER OF APWA, AND THE CURRENT AMENDMENTS OF THE APPROVING AGENCY.
23. ALL CONCRETE SHALL BE 3300 PSI AT 28 DAYS UNLESS OTHERWISE SPECIFIED.
24. CONTRACTOR SHALL BE RESPONSIBLE TO CLEAN AND/OR MAINTAIN EXISTING PUBLIC STREETS OF SOIL OR OTHER DEBRIS DEPOSITED BY CONSTRUCTION OPERATIONS AND REPAIR ALL STREETS DAMAGED BY CONSTRUCTION OPERATIONS IN A TIMELY MANNER TO AVOID INCONVENIENCES OR HAZARDS TO THE PUBLIC.
25. CONTRACTOR SHALL NOTIFY OREGON UTILITY NOTIFICATION CENTER AT 1-800-332-2344, AND THE CITY OF ASHLAND ENGINEERING DEPARTMENT 48 HOURS PRIOR TO BEGINNING WORK.
26. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE PRE-QUALIFIED WITH THE CITY OF ASHLAND PRIOR TO ANY CONSTRUCTION OF THIS PROJECT.
27. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN AND SECURE APPROVAL OF THE PLAN FROM THE AGENCY AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING WORK.
28. THE CONTRACTOR SHALL NOT PERFORM WORK WITHOUT AGENCY INSPECTIONS WHERE INSPECTIONS ARE REQUIRED BY THE SPECIFICATIONS.
29. WHERE CONNECTING TO AN EXISTING PIPE, THE CONTRACTOR SHALL EXPOSE THE END OF THE EXISTING PIPE AND ALLOW THE ENGINEER TO VERIFY EXACT LOCATION AND ELEVATION BEFORE LAYING ANY NEW PIPE ON THAT SYSTEM.
30. REQUESTS BY THE CONTRACTOR FOR CHANGES TO THE PLANS MUST BE APPROVED BY THE CONSULTING ENGINEER AND THE AGENCY'S ENGINEER BEFORE CHANGES ARE IMPLEMENTED.
31. WHEN PERFORMING EXCAVATIONS, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF ORS 757.541 TO 757.571, WHICH INCLUDE REQUIREMENTS THAT THE CONTRACTOR HAND-EXPOSE (POTHOLE) UNDERGROUND FACILITIES AND USE REASONABLE CARE TO AVOID DAMAGING THEM.
32. PLACEMENT OR STORAGE OF SPOILS FROM THE SEWER LINE TRENCHES IS NOT PERMITTED ON HARD SURFACE STREETS WITHIN PUBLIC RIGHT-OF-WAY. SPOILS STORED IN OTHER RIGHT-OF-WAY AREAS SHALL BE COVERED TO PREVENT EROSION.
33. FORMS OF ADEQUATE SIZE AND CONFIGURATION TO MEET CONCRETE THICKNESS REQUIREMENTS SHALL BE USED AROUND OUTSIDES OF OUTSIDE-DROP MANHOLES.
34. GRANULAR MATERIALS SHALL BE OBTAINED FROM A SOURCE APPROVED BY THE CITY OF ASHLAND. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER OF THE MATERIAL.

GRADING NOTES

1. DEQ 1200-C PERMIT IS NOT REQUIRED.
2. UNLESS DIRECTED OTHERWISE, REMOVE CLEARED AND GRUBBED MATERIAL FROM THE SITE AND DISPOSE AT AN APPROVED LOCATION.
3. PRIOR TO THE START OF CONSTRUCTION, VERIFY GRADES AT SAWCUT LOCATIONS AND MATCHING OF EXISTING GRADE LOCATIONS.
4. MINIMIZE TRAFFIC ON SOIL AREAS DURING WET WEATHER. IF THE SITE SOILS ARE EXPOSED DURING WET WEATHER, THE USE OF CRUSHED ROCK PLACED AS ENGINEERED FILL IN THE BOTTOM OF THE EXCAVATIONS MAY BE NECESSARY TO PROTECT THE SUBGRADE. TAKE ALL PRECAUTIONS TO LIMIT SURFACE DISTURBANCE AND PROTECT THE SITE GRADING AREA FROM EROSION AND RUNOFF.
5. UNLESS OTHERWISE NOTED, THE SAMPLING AND TESTING OF MATERIALS FOR USE ON THE JOBSITE SHALL BE AT THE EXPENSE OF THE CONTRACTOR. ALL TESTING OF MATERIALS AND WORKMANSHIP SHALL BE PERFORMED BY A CERTIFIED TESTER. RESULTS OF THE TESTS SHALL BE SENT DIRECTLY TO THE PROJECT ENGINEER AS WELL AS THE CONTRACTOR, BY THE LABORATORY. LOCATION AND FREQUENCY OF TESTS SHALL BE DESIGNATED BY THE GENERAL CONTRACTOR.
6. ALL CUT AND FILL SLOPES SHALL BE MAXIMUM OF 2:1.

STRIPING NOTES

1. ALL STRIPING AND SIGNAGE SHALL BE PER MUTCD STANDARDS OR AS DIRECTED BY THE LOCAL AUTHORITY.
2. ALL STRIPING AND MARKINGS INSIDE PUBLIC RIGHT OF WAY SHALL BE PER LOCAL AUTHORITY STANDARDS.
3. ALL STRIPING SHALL MEET ADA REQUIREMENTS.

CONCRETE NOTES

1. PROVIDE A MINIMUM 8' TRANSITION SECTION WHEN JOINING CURBS OF DIFFERENT CROSS SECTIONS.
2. CONCRETE SHALL NOT BE PLACED UNTIL FORMS HAVE BEEN INSPECTED AND APPROVED.
3. CONCRETE SHALL BE COMMERCIAL GRADE RETAINING THE FOLLOWING CHARACTERISTICS: ENTRAINED AIR – 4.0% TO 7.0%; SLUMP – 6 INCHES OR LESS; COMPRESSIVE STRENGTH – MINIMUM 3,000 PSI AT 28 DAYS; TEMPERATURE – MINIMUM 50°F TO MAXIMUM 90°F.
4. ALL CONCRETE STRUCTURES REINFORCED WITH REBAR SHALL BE VIBRATED TO REMOVE VOIDS.
5. SURFACE SHALL HAVE A FINISHED TEXTURE THAT WILL NOT BE SLICK WHEN WET (MEDIUM BROOM FINISH). CURING COMPOUND MAY BE APPLIED IMMEDIATELY AFTER CONCRETE IS FINISHED. WHITE PIGMENT RECOMMENDED. CLEAR ACCEPTABLE.
6. AN EDGING TOOL SHALL BE USED ON ALL EDGES AND JOINTS.
7. PROVIDE CONTRACTION JOINTS AT 15' INTERVALS AND "DUMMY" TOOLED JOINTS AT 5' INTERVALS ON CURBS, SIDEWALKS AND APPROACHES. CONTRACTION JOINT GROOVES SHALL BE AT MINIMUM, 1 1/2" DEEP OR ONE-THIRD THE THICKNESS OF THE CONCRETE.
8. PROVIDE EXPANSION JOINTS OPPOSITE ABUTTING EXPANSION JOINTS IN ABUTTING CONCRETE, AT EACH POINT OF TANGENCY IN THE STRUCTURE ALIGNMENT, BETWEEN DRIVEWAYS AND CONCRETE PAVEMENT, AROUND POLES, POSTS, BOXES AND OTHER FIXTURES WHICH PROTRUDE THROUGH OR AGAINST THE STRUCTURES, AT ALL BCR'S AND ECR'S, AT MAXIMUM OF 100' INTERVALS. EXPANSION JOINT MATERIAL SHALL BE OF THE BITUMINOUS, PREFORMED FILLER TYPE NOT LESS THAN 1/2" WIDE, PLACED FLUSH OR NO MORE THAN 1/8" BELOW THE CONCRETE SURFACE.
9. STRAIGHT LINE EDGES SHALL NOT VARY MORE THAN 1/2" UNDER A TWELVE-FOOT STRAIGHT EDGE.
10. CURE AND PROTECT CONCRETE AFTER PLACING AND FINISHING. KEEP STRUCTURES FREE FROM CONTACT, STRAIN AND PUBLIC TRAFFIC FOR AT LEAST SEVEN DAYS OR LONGER AS DIRECTED. MIXES TO EXPEDITE CURING MAY BE USED WITH APPROVAL OF CITY ENGINEER.
11. CONCRETE SHALL BE REMOVED TO THE NEAREST CONTRACTION JOINT, COLD JOINT OR CRACK WITHIN 4' OF THE REPLACEMENT AREA. CONCRETE SHALL BE SAW CUT WITH A SMOOTH, UNIFORM JOINT PROVIDED.
12. EXISTING A/C SHALL BE REMOVED/REPLACED ALONG ENTIRE CURB SECTION TO A MINIMUM 16" WIDTH UNLESS APPROVED BY ENGINEER OF RECORD.

APPLICABLE CODES

ALL WORK SHALL BE IN CONFORMANCE WITH ALL FEDERAL, STATE, AND SOCIAL CODES, SPECIFICATIONS AND STANDARDS SHALL MEAN, AND ARE INTENDED TO BE, THE LATEST EDITION, AMENDMENT OR REVISION OF SUCH REFERENCE STANDARD IN EFFECT AS OF THE DATE OF THE CONTRACT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

OREGON STANDARD DRAWINGS (ODOT)

CITY OF ASHLAND (COA) ADOPTED STANDARD DETAILS AND SPECIFICATIONS

OPSC: OREGON PLUMBING SPECIALTY CODE, LATEST EDITION

OFD: OREGON FIRE CODE, LATEST EDITION

NFPA: NATIONAL FIRE PROTECTION ASSOCIATION 101 LIFE SAFETY CODE, LATEST EDITION

LEGEND:

	EXIST. FIRE HYDRANT		FIRE HYDRANT
	EXIST. WATER VALVE		WATER VALVE
	EXIST. BLOW OFF		WATER METER
	EXIST. WATER METER		BACKFLOW DEVICE
	EXIST. HOSE BIB		IRRIGATION WATER METER
	EXIST. IRRIGATION VALVE		AIR RELEASE VALVE
	EXIST. AIR RELEASE VALVE		BLOWOFF DEVICE ASSEMBLY
	EXIST. STORM DRAIN MANHOLE		FIRE DEPARTMENT CONNECTION
	EXIST. CLEANOUT		END PLUG
	EXIST. SANITARY SEWER MANHOLE		TEE
	EXIST. MAILBOX		SANITARY SEWER CLEANOUT
	HANDICAP PARKING SYMBOL		CONCENTRIC MANHOLE
	BICYCLE LANE SYMBOL		STORM DRAIN CLEANOUT
	EXIST. SANITARY SEWER		CONTROL STRUCTURE MANHOLE
	EXIST. STORM DRAIN		ATRIUM DRAIN / BUBBLER
	EXIST. WATER		AREA DRAIN
	EXIST. GAS		CATCH BASIN INLET
	EXIST. ELECTRIC		CURB INLET
	EXIST. OVERHEAD POWER		LIGHTS
	EXIST. TELEPHONE		SIGN (TRAFFIC, INFORMATION)
	EXIST. FIBER OPTIC		BOLLARD
	EXIST. CURB AND GUTTER		CONCRETE
	EXIST. CENTERLINE		GRD
	EXIST. RIGHT OF WAY		HMA PAVING
	EXIST. RIGHT OF WAY		NEW RIP RAP
	EXIST. CONTOUR		
	PROPOSED CONTOUR		
	SANITARY SEWER		
	STORM DRAIN		
	WATER		
	GAS		
	ELECTRIC		
	CURB AND GUTTER		
	PROPOSED RIGHT OF WAY		
	FLOW LINE		
	PROPERTY LINE		

ADA NOTES

1. ALL ADA ACCESSIBLE FACILITIES SHALL BE INSTALLED PER THE CURRENT ADA REQUIREMENTS AND SHALL COMPLY WITH 405 ANSI ICC A117.1.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THAT THE ACCESSIBLE PATH OF TRAVEL AND ACCESSIBLE PARKING STALLS AND ACCESS AISLES COMPLIES WITH AMERICAN DISABILITIES ACT AND ALL LOCAL CODES.
3. THE ACCESSIBLE PATH OF TRAVEL AS INDICATED ON PLANS IS A BARRIER FREE ACCESS ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1/4" BEVELED AT 1:2 MAX SLOPE, OR VERTICAL CHANGES NOT EXCEEDING 1/4" MAX AND AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. CROSS SLOPE DOES NOT EXCEED 2% AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5% UNLESS OTHERWISE NOTED.
4. ALL ADA PARKING STALLS AND ACCESS AISLES SHALL BE CONSTRUCTED WITH A SLOPE NOT TO EXCEED 1.5% IN ANY DIRECTION. PARKING STALLS AND ACCESS AISLES WITH AS-BUILT SLOPES EXCEEDING 2.0% IN ANY DIRECTION WILL NOT PASS FINAL INSPECTION. NOTIFY ENGINEER PRIOR TO PLACEMENT OF CURBS AND ASPHALT IF DISCREPANCIES EXIST BETWEEN GRADING PLANS AND ADA GUIDELINES.

ABBREVIATIONS:

AC	ASPHALT
APWA	AMERICAN PUBLIC WORKS ASSOCIATION
ASTM	AMERICAN STANDARD TEST METHOD
AWWA	AMERICAN WATER WORKS ASSOCIATION
BC	BACK OF CURB
BR	BOTTOM OF RAMP
BS	BOTTOM OF STAIRS
BW	BOTTOM OF WALL
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT RISER
C	CONCRETE
DEQ	DEPARTMENT OF ENVIRONMENTAL QUALITY
DIP	DUCTILE IRON PIPE
DWG	DRAWING
(E)	EXISTING
EG	EXISTING GRADE
EOC	EDGE OF CONCRETE
EOP	EDGE OF PAVEMENT
FF	FINISHED FLOOR
FG	FINISHED GRADE
FL	FLOW LINE
G	GAS
GB	GRADE BREAK
GC	GENERAL CONTRACTOR
GRD	GROUND
GRVL	GRAVEL
HDPE	HIGH-DENSITY POLYETHYLENE
HP	HIGH POINT
IE	INVERT ELEVATION
LP	LOW POINT
MAX	MAXIMUM
ME	MATCH EXISTING
MIN	MINIMUM
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
(N)	NEW
NAVD	NORTH AMERICAN VERTICAL DATUM
ODOT	OREGON DEPARTMENT OF TRANSPORTATION
P	PROPOSED
PERF	PERFORATED PIPE
PLY	PLAYGROUND SURFACE
PVC	POLYVINYL CHLORIDE
PVR	PAVER
RCP	REINFORCED CONCRETE PIPE
RE	RIM ELEVATION
REQD	REQUIRED
ROW	RIGHT-OF-WAY
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SS	SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
STD	STANDARD
SW	SIDEWALK
TBR	TO BE REMOVED
TC	TOP OF CURB
TR	TOP OF RAMP
TS	TOP OF STAIRS
TOW	TOP OF WALL
TYP	TYPICAL
UPC	UNIFORM PLUMBING CODE
W	WATER

CIVIL DRAWING INDEX

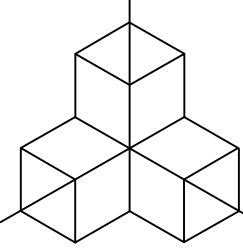
C1.0	CIVIL GENERAL NOTES
C1.1	EXISTING CONDITIONS
C1.2	SITE DEMOLITION PLAN
C2.1	EROSION CONTROL PLAN
C3.0	OVERALL CIVIL SITE PLAN
C3.1	PARTIAL CIVIL SITE PLAN (W)
C3.2	PARTIAL CIVIL SITE PLAN (E)
C4.1	PARTIAL GRADING AND DRAINAGE PLAN (W)
C4.2	PARTIAL GRADING AND DRAINAGE PLAN (E)
C6.0	PROJECT DETAILS



Know what's below.
Call before you dig.

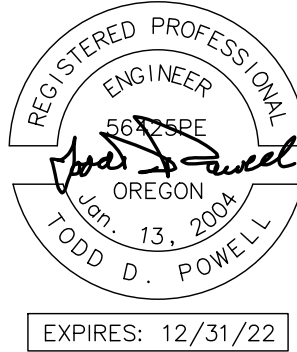
OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OUR 855-001-0010 THROUGH OUR 855-001-0080. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 1-800-522-2404. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION.

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Ashland High School Modernization
Project
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Revisions

No.	Description	Date
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Date 04/15/2022

Job No. 19-031

Drawn By TDP

Checked By TDP

BID SET

Date

04/15/2022

Project Number

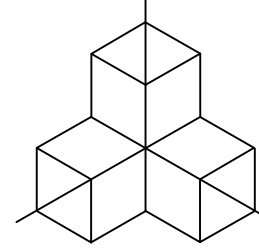
19-031

Drawing Title

CIVIL GENERAL
NOTES

Sheet No

C1.0



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Date

04/15/2022

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19-031

Drawing Title

EXISTING
CONDITIONS

Sheet No

C1.1

Topographic Survey - Overall

Located at:
Ashland High School,
201 South Mountain Avenue
Section 9, Township 39 South, Range 1 East, Willamette Meridian,
City of Ashland, Jackson County, Oregon

SURVEY BY:
Pariani Land Surveying
P.O. Box 551
Shady Cove, Oregon 97539

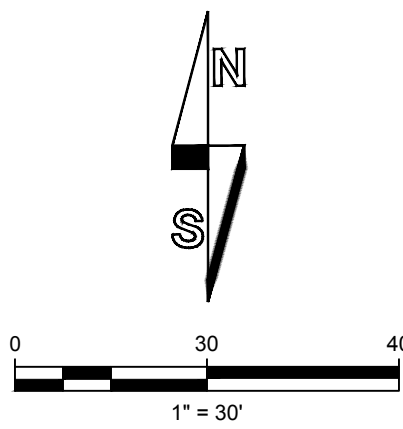
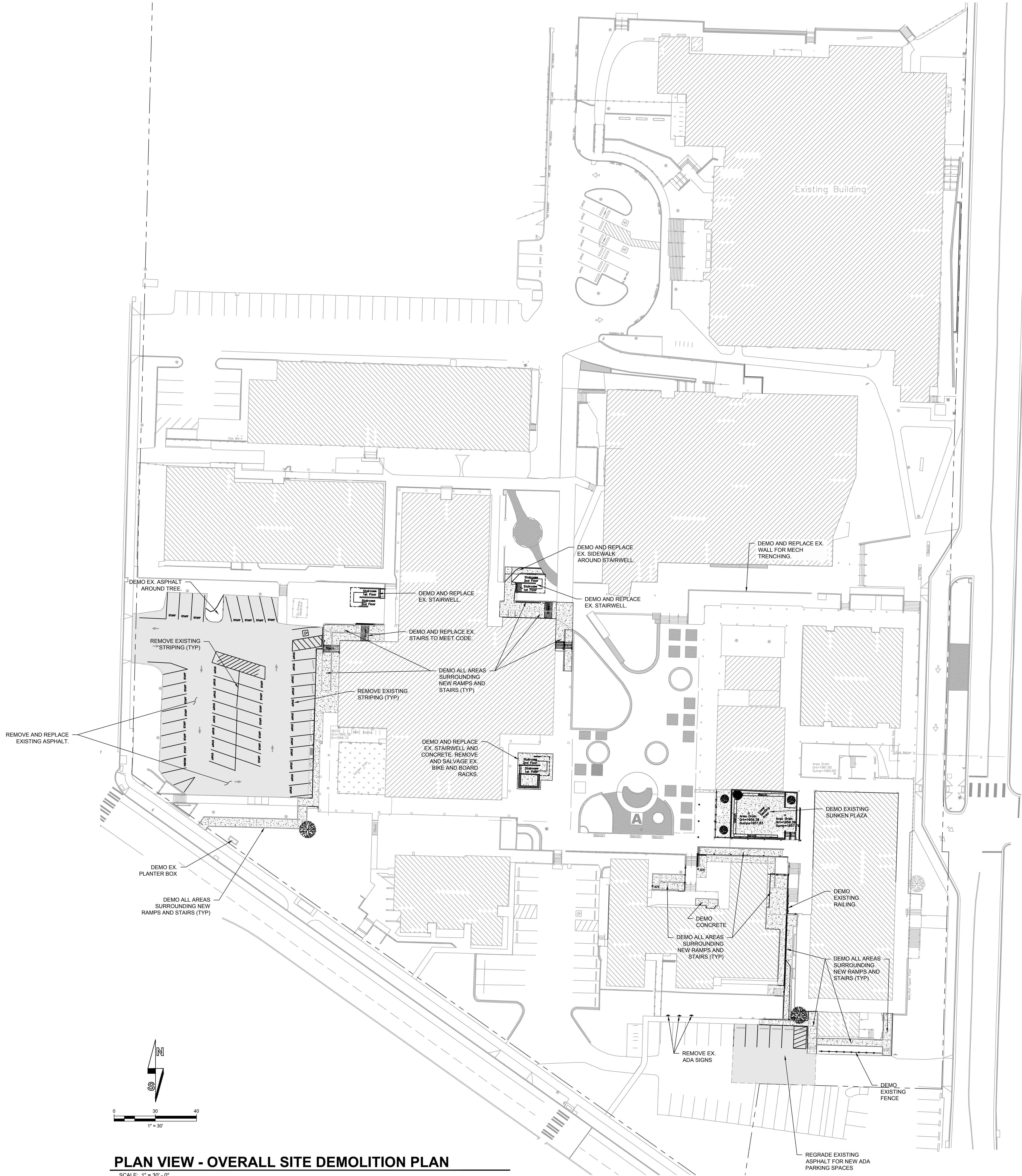
SURVEY FOR:
Ashland School District
855 Siskiyou Boulevard
Ashland, OR 97520

BENCHMARK:
NAVD88 via RTK GPS Observations

NOTES:

- Underground Utilities shown hereon are from field locate markings by other per utility locate ticket number 20214515.
- Initial field work completed August 14, 2020 and supplemented on September 28, 2020.
- Additional underground utilities were identified and tied in in February/March/April/May 2021.
- Construction site plans from Marquess and Associates, dated 1968 and 1986 were used, in conjunction with private utility locate company markings and input from school district maintenance staff to aid in determining the existing underground utility locations. It was pointed out by the staff that a project was performed around 2008 that updated many of the underground utilities. However, for the 2008 project, we were told that there were no construction plans or record of what was modified.
- The utilities shown hereon are a compilation of the best available evidence for the utility locations. There is no guarantee as to the accuracy of the utilities shown and any excavation should be performed with extra caution to avoid damage to existing utilities.

391E 09da Tax Lot 100



PLAN VIEW - OVERALL SITE DEMOLITION PLAN
SCALE: 1" = 30' - 0"

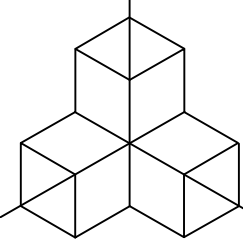
GENERAL NOTES

1. SEE LANDSCAPE FOR TREE REMOVAL AND PROTECTION PLAN.

DEMO KEY

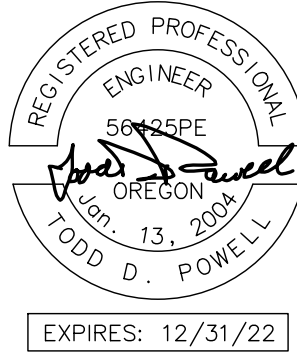
- 1) BOLD ELEMENTS TO BE DEMOLISHED AND HAULED OFF TO AN APPROVED DISPOSAL GROUND. COORDINATE ABANDONMENT OF UNDERGROUND UTILITIES WITH THE APPROPRIATE AGENCY PRIOR TO DEMOLITION.

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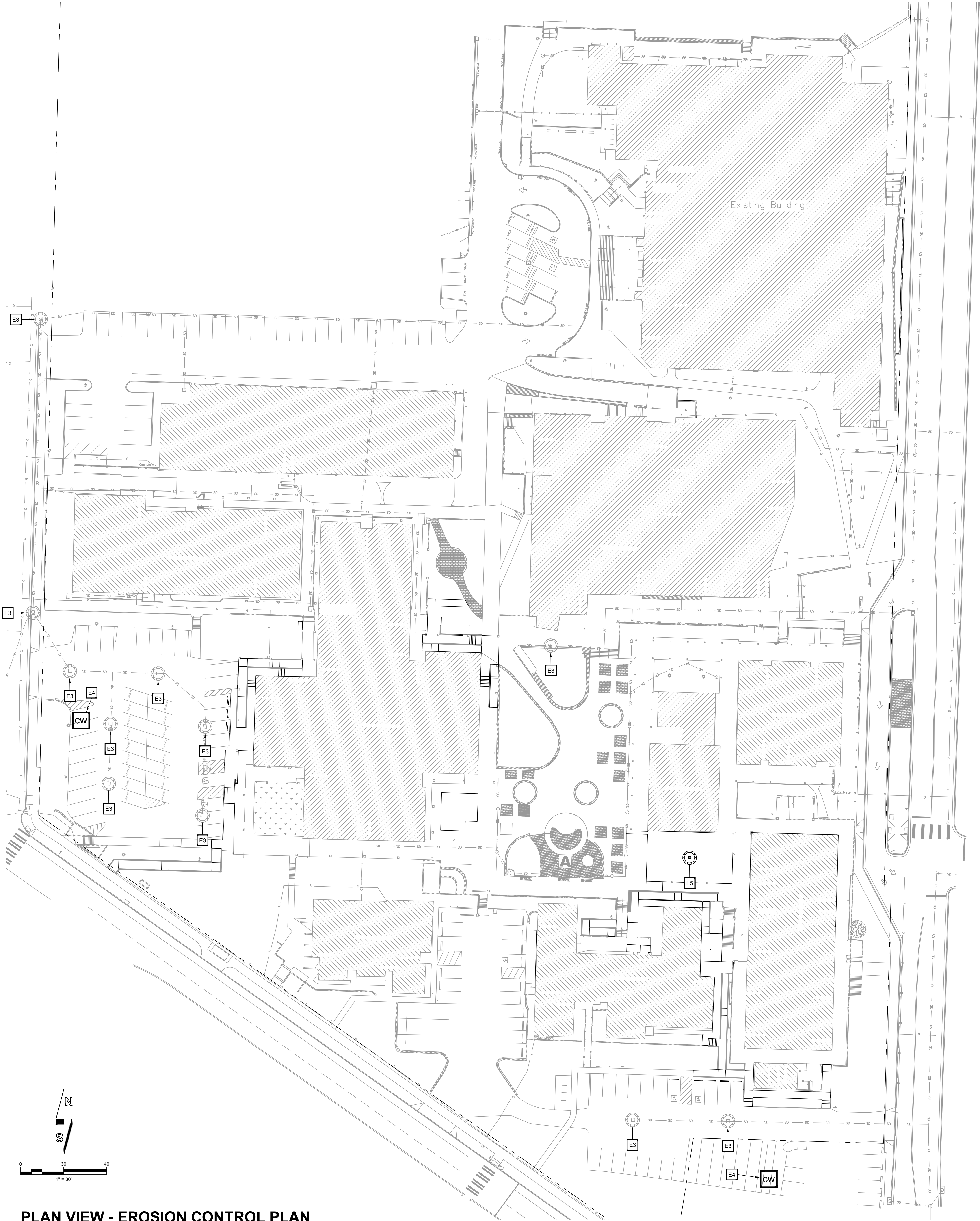
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Job No.	19-031
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Date	04/15/2022
Project Number	19-031
Drawing Title	OVERALL SITE DEMOLITION PLAN

Sheet No.

C1.2



PLAN VIEW - EROSION CONTROL PLAN
SCALE: 1" = 30' - 0"

GENERAL NOTES

1. SEE LANDSCAPE FOR TREE PROTECTION PLAN.

ESCP LEGEND

- E3 INSTALL INLET PROTECTION ON EXISTING CATCH BASINS PER ODOT DETAIL RD1010.
- E4 INSTALL CONCRETE WASH.
- E5 INSTALL INLET PROTECTION ON NEW CATCH BASINS PER ODOT DETAIL RD1010.
- CW

WET WEATHER CONSTRUCTION

THE SITE SOILS ARE CONSIDERED VERY MOISTURE SENSITIVE AND, AS SUCH, ARE SUSCEPTIBLE TO DISTURBANCE BY CONSTRUCTION EQUIPMENT. PARTICULARLY DURING PERIODS OF WET WEATHER. DURING WET WEATHER, THE CONTRACTOR SHALL MINIMIZE TRAFFIC ON PREPARED SOIL SUBGRADE AREAS. IF THE SITE SOILS ARE EXPOSED DURING WET WEATHER, THE USE OF CRUSHED ROCK PLACED AS ENGINEERED FILL IN THE BOTTOM OF THE EXCAVATIONS MAY BE NECESSARY TO PROTECT THE SUBGRADE. THE GRADING CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO LIMIT SURFACE DISTURBANCE AND PROTECT THE SITE GRADING AREA FROM EXCESSIVE RUNOFF EROSION.

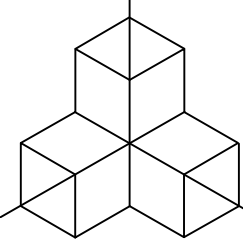
ESCP RESPONSIBILITY

IT IS THE INTENT OF THIS TEMPORARY EROSION AND SEDIMENT CONTROL PLAN THAT STORM WATER RUNOFF BE CONTROLLED AT ALL TIMES TO PREVENT SOIL EROSION AND TO MAINTAIN WATER QUALITY. ANY AND ALL MEASURES NECESSARY TO DO SO SHALL BE EMPLOYED BY THE CONTRACTOR.

- REGARDLESS OF SITE, WEATHER, SOIL OR OTHER CONDITIONS, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ENSURING THAT EROSION DOES NOT OCCUR ON THE SITE AND THAT POLLUTED OR SILT-LOADED RUNOFF DOES NOT LEAVE THE SITE OR ENTER INTO ANY CREEK, STREAM, WETLAND OR WATER BODY ON THE SITE.
- BEYOND THE MINIMUM REQUIREMENTS SHOWN ON THIS PLAN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SELECTING AND IMPLEMENTING APPROPRIATE METHODS, "BEST MANAGEMENT PRACTICES" (BMPs), FOR STORM WATER TREATMENT AND CONTROL THAT MEET THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTION.
- THE CONTRACTOR SHALL REPORT ALL WATER QUALITY CONCERNS AND ACTIVITIES TO THE PROJECT ENGINEER. IN THE EVENT THAT THE INSTALLED WATER QUALITY CONTROL MEASURES ARE INEFFECTIVE AT CONTROLLING EROSION AND SEDIMENT, THE CONTRACTOR SHALL IMMEDIATELY REPORT TO AND CONSULT WITH THE PROJECT ENGINEER TO FIND AN APPROPRIATE REMEDY. ALL CONSTRUCTION ACTIVITIES, WITH THE EXCEPTION OF EROSION AND SEDIMENT CONTROL MEASURES, SHALL CEASE UNTIL SUCH TIME AS THE WATER QUALITY IS BROUGHT UNDER CONTROL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING WEATHER FORECASTS AND ANTICIPATING STORM ACTIVITY AND SHALL SCHEDULE ALL PROJECT ACTIVITIES IN ANTICIPATION OF THE WEATHER.
- ALL SUPPLIES AND MATERIALS NECESSARY FOR IMPLEMENTING BMPs SHALL BE STORED ON SITE AND SHALL BE IMMEDIATELY AVAILABLE FOR USE. SUCH SUPPLIES AND MATERIALS SHALL INCLUDE, BUT NOT BE LIMITED TO, STRAW BALES OR OTHER MULCHING MATERIAL, SILT FENCING AND STAKES, FILTER FABRIC, ETC.
- DURING AND AFTER RUNOFF PRODUCING STORM EVENTS, CONTRACTOR SHALL MONITOR ALL EROSION CONTROL MEASURES AND SHALL PRIORITIZE IMPLEMENTATION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES ABOVE ALL OTHERS.

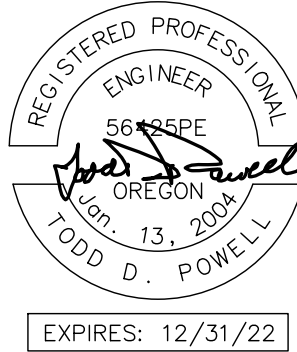
NOTE: IMPLEMENT EROSION CONTROL MEASURES PER EROSION AND SEDIMENT CONTROL PLANS PRIOR TO VEGETATION BEING DISTURBED. CONTACT CITY OF ASHLAND ENGINEERING AT FOR EROSION CONTROL INSPECTION PRIOR TO THE START OF GRADING OR EXCAVATION.

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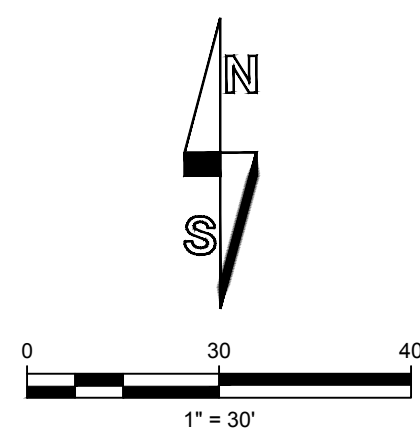
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Date 04/15/2022
Project Number 19-031
Drawing Title
EROSION CONTROL
PLAN

Sheet No.

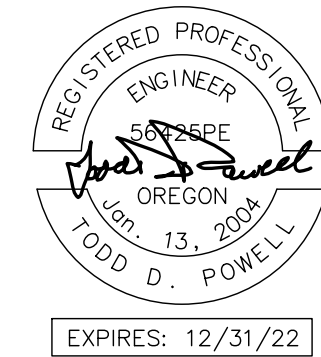
C2.1



SCALE: 1" = 30' - 0"

1. SEE LANDSCAPE FOR TREE REMOVAL PLAN.
2. SEE LANDSCAPE FOR PLANTING AND IRRIGATION PLAN.
3. SEE C4.1 AND C4.2 FOR GRADING AND RAMP DIMENSIONS.

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Project Number

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Drawing Title

**OVERALL CIVIL
SITE PLAN**

Sheet No

C3.0

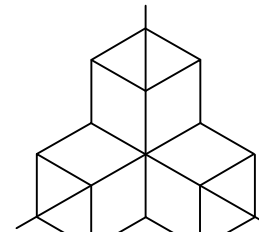
GENERAL NOTES

1. SEE ARCHITECTURAL DRAWINGS FOR HANDRAILS, RAILINGS, GATES, AND FENCES.
2. SEE LANDSCAPE FOR TREE REMOVAL PLAN.
3. SEE LANDSCAPE FOR PLANTING AND IRRIGATION PLAN.
4. SEE C4.1 AND C4.2 FOR GRADING AND RAMP DIMENSIONS.
5. SEE C5.0 FOR FIRE LINES AND UTILITIES.
6. ALL SIGN POSTS SHALL BE TELESAR (2", 12 GAUGE).

KEYNOTES

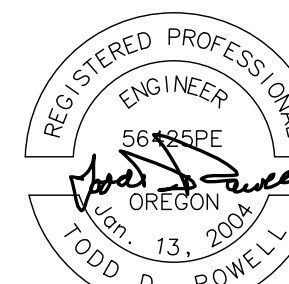
- 301 STANDARD VERTICAL CURB. (301 C6.0)
- 311 4" CONCRETE SIDEWALK OVER 4" CRB. (311 C6.0)
- 313 CONCRETE STAIRS (313 C6.0)
- 314 CONCRETE ADA RAMP (314 C6.0)
- 315 PARALLEL CURB RAMP. (315 C6.2)
- 322 REMOVE EXISTING ASPHALT AND REPLACE WITH 3" OF NEW ASPHALT. ASSESS EXISTING CRUSHED ROCK BASE AND REPLACE/ADD AS RECOMMENDED BY GEOTECHNICAL ENGINEER. SEE C4.1 FOR GRADES. ADJUST EX. CB RIMS AS NECESSARY. (322 C6.0)
- 330 6" CONCRETE WALL (330 C6.0)
- 331 8" CONCRETE WALL (331 C6.0)
- 332 CMU BLOCK RETAINING WALL (REPLACE EX.) (332 C6.0)
- 372 ADA PARKING SIGN (380 C6.0) V=VAN
- 373 ADA ACCESS AISLE SIGN (380 C6.0)
- 375 PAINTED ONE-WAY ARROW PER TM-501 SA (375 C6.1)
- 380 ADA VAN ACCESS AISLE STRIPING (381 C6.0)
- 382 ADA PARKING SYMBOL (382 C6.0)
- 383 4" WHITE STRIPING PER MUTCD STANDARDS
- 384 4" WHITE CROSS HATCH STRIPING
- 385 "COMPACT" WHITE LETTERING
- 386 "10 MIN LOADING ONLY" WHITE LETTERING WITH STRIPING
- 391 WHEEL STOP (391 C6.0)

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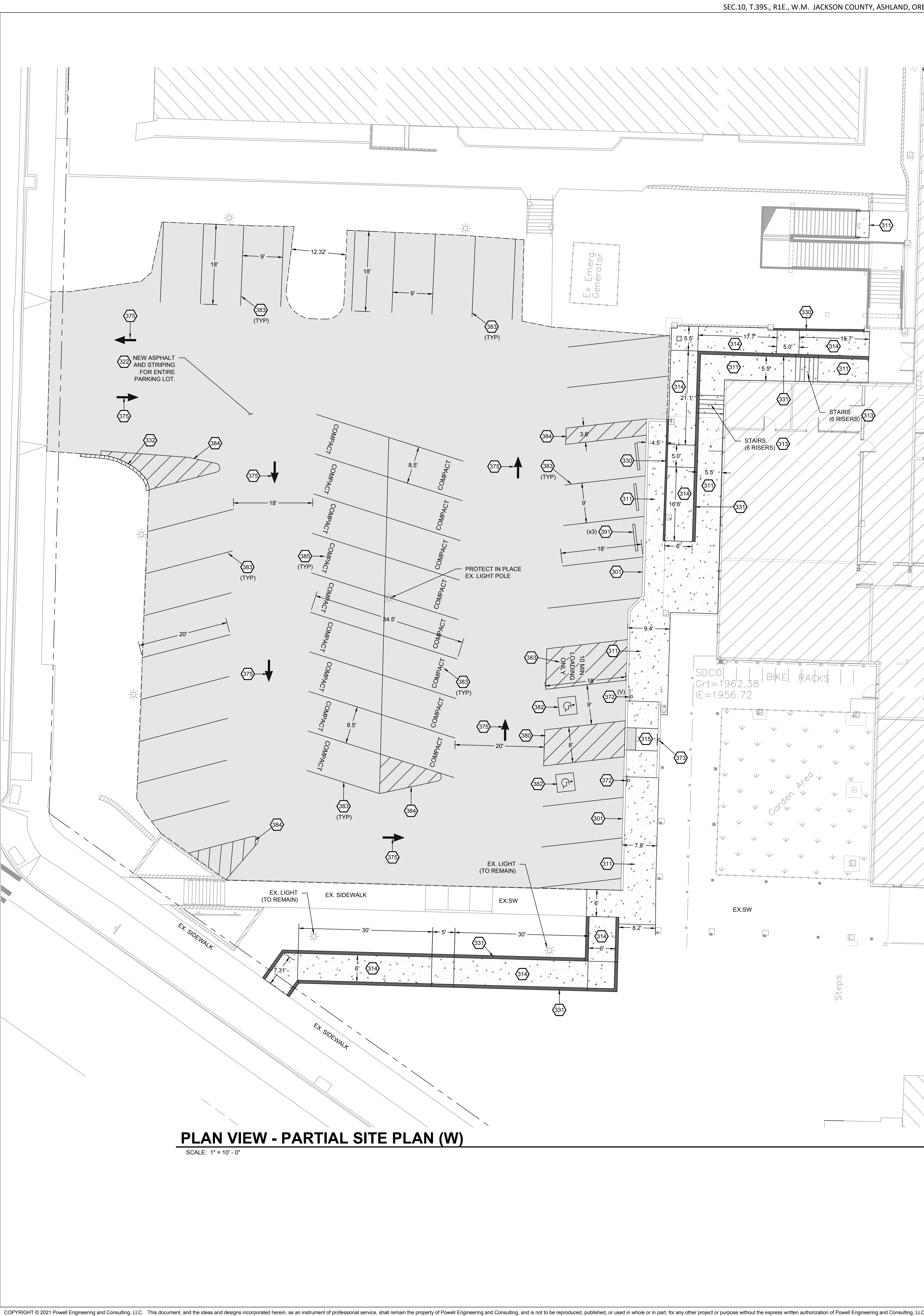
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**PARTIAL SITE
PLAN (W)**

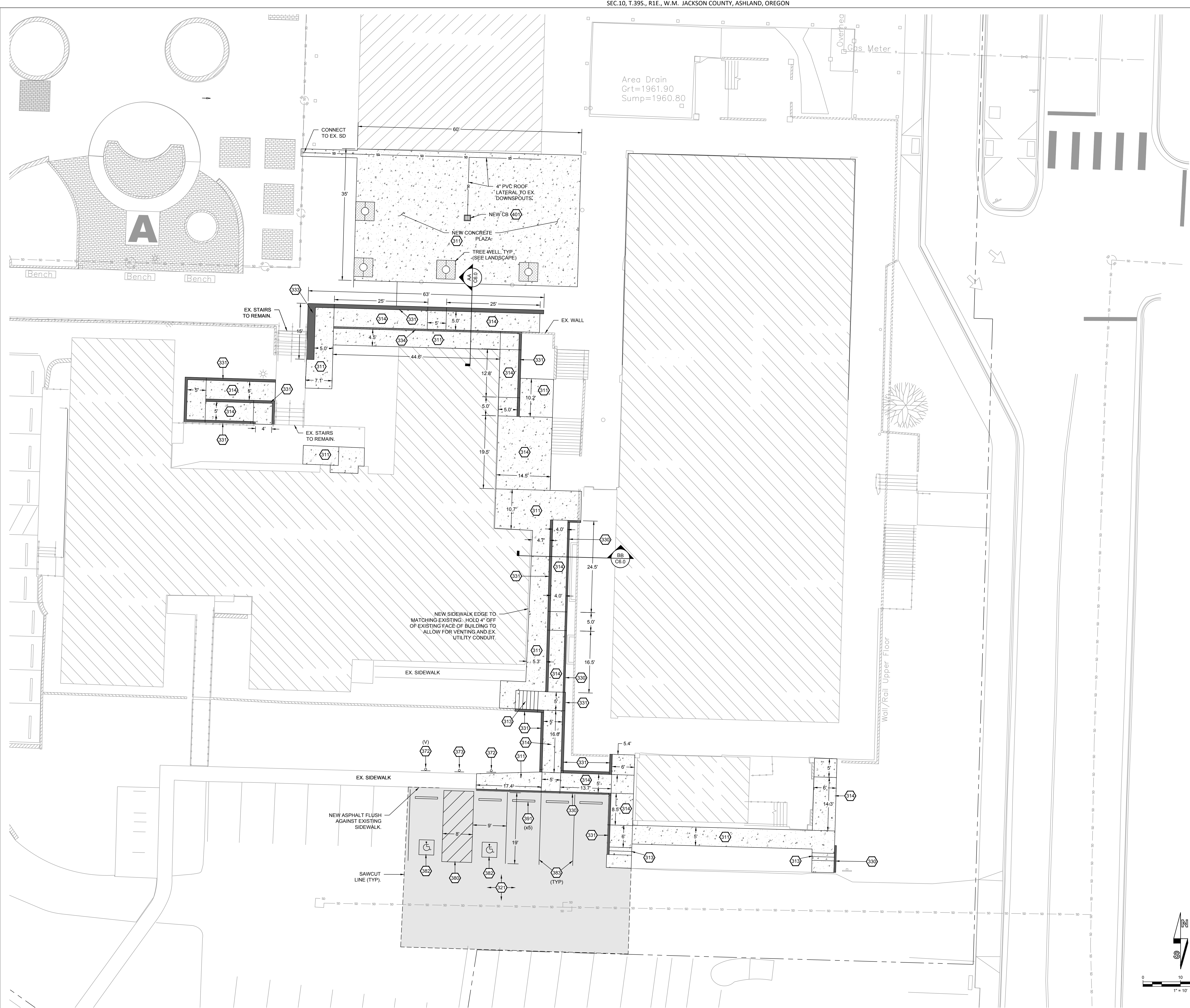
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C3.1**PLAN VIEW - PARTIAL SITE PLAN (W)**

SCALE: 1" = 10' - 0"



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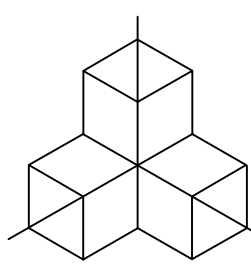
GENERAL NOTES

1. SEE ARCHITECTURAL DRAWINGS FOR HANDRAILS, RAILINGS, GATES, AND FENCES.
2. SEE LANDSCAPE FOR TREE REMOVAL PLAN.
3. SEE LANDSCAPE FOR PLANTING AND IRRIGATION PLAN.
4. SEE C4.1 AND C4.2 FOR GRADING AND RAMP DIMENSIONS.
5. SEE C5.0 FOR FIRE LINES AND UTILITIES.
6. ALL SIGN POSTS SHALL BE TELES PAR (2", 12 GAUGE).
7. PRIOR TO PLACEMENT OF MECH. CONCRETE PADS, CONTRACTOR TO CONFIRM PAD SIZES WITH AWARDED MANUFACTURER.

KEYNOTES

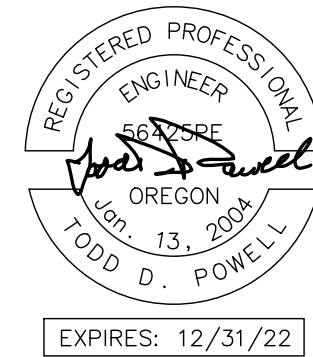
- 301 STANDARD VERTICAL CURB. 301 C&G
- 311 4" CONCRETE SIDEWALK OVER 4" CRB. 311 C&G
- 312 6" CONCRETE MECH. PAD OVER 6" CRB. WITH #4 BAR @ 12" O.C. E.W. 312 C&G
- 313 CONCRETE STAIRS. 313 C&G
- 314 CONCRETE ADA RAMP. 314 C&G
- 315 PARALLEL CURB RAMP. 315 C&G
- 321 REMOVE EXISTING ASPHALT AND REPLACE WITH 4" OF NEW ASPHALT. ASSESS EXISTING CRUSHED ROCK BASE AND REPLACE/ADD AS RECOMMENDED BY GEOTECHNICAL ENGINEER. SEE C4.1 FOR GRADES. ADJUST EX. CB RIMS AS NECESSARY. 321 C&G
- 330 6" CONCRETE WALL. 330 C&G
- 331 8" CONCRETE WALL. 331 C&G
- 333 24" CONCRETE WALL. 333 C&G
- 334 RAISE EXISTING WALL HEIGHT. 334 C&G
- 372 ADA PARKING SIGN. 380 C&G V=VAN
- 373 ADA ACCESS AISLE SIGN. 380 C&G
- 380 ADA VAN ACCESS AISLE STRIPING. 381 C&G
- 382 ADA PARKING SYMBOL. 382 C&G
- 383 4" WHITE STRIPING PER MUTCD STANDARDS. 383 C&G
- 391 WHEEL STOP. 391 C&G
- 401 LYNCH STYLE CATCH BASIN. 401 C&G

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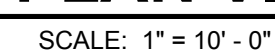
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Date	04/15/2022
Project Number	19-031

Drawing Title
**PARTIAL SITE
PLAN (E)**

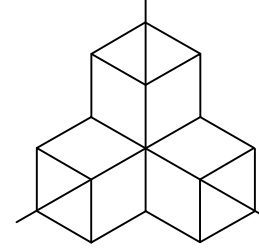
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C3.2

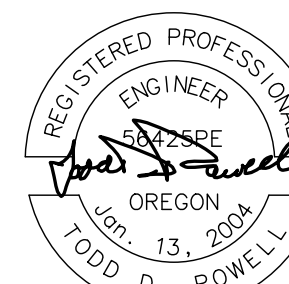


GENERAL NOTES

1. SEE ARCHITECTURAL DRAWINGS FOR HANDRAILS, RAILINGS, GATES, AND FENCES.

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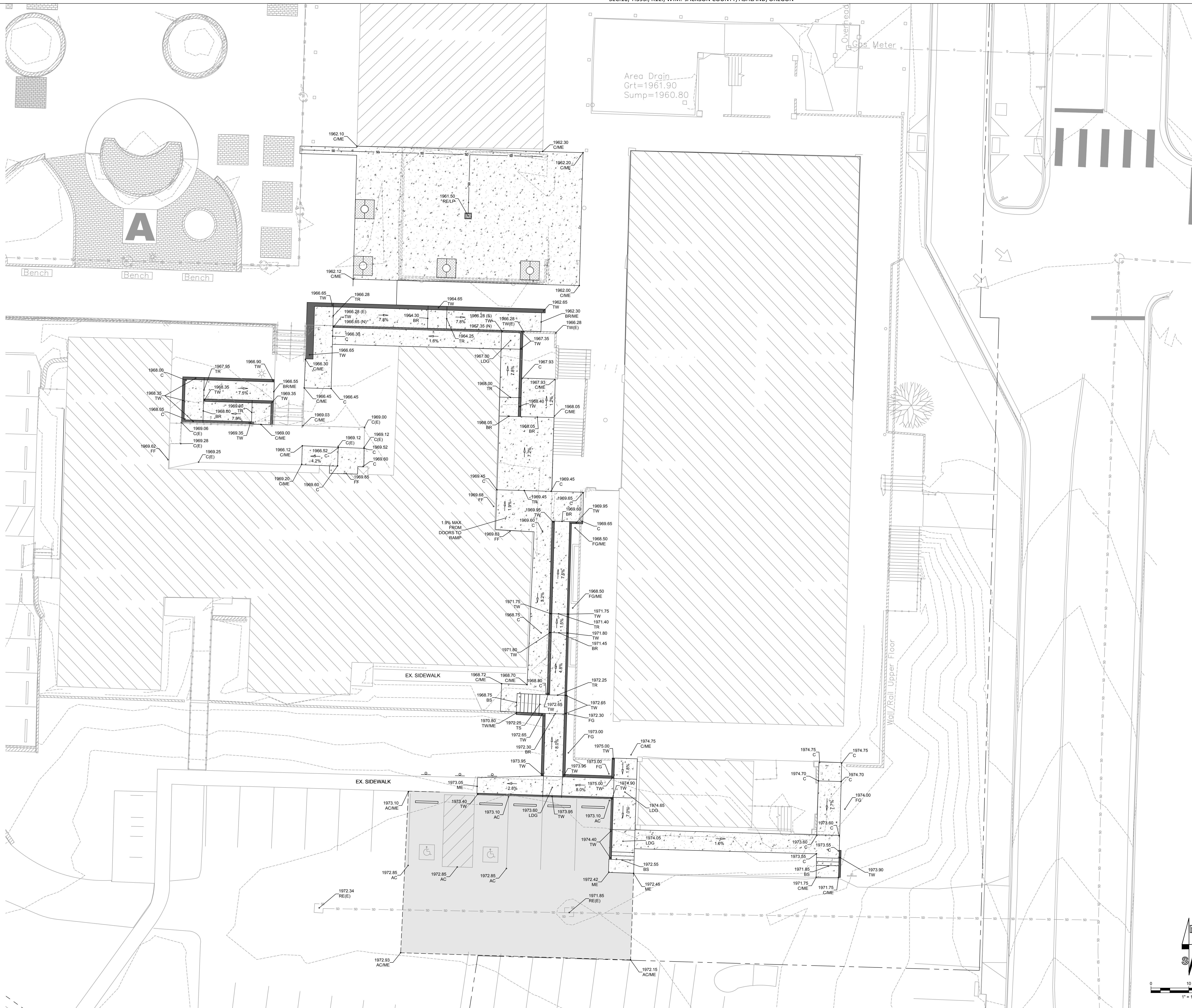
Project Number

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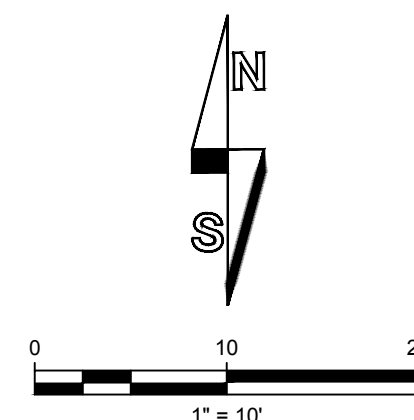
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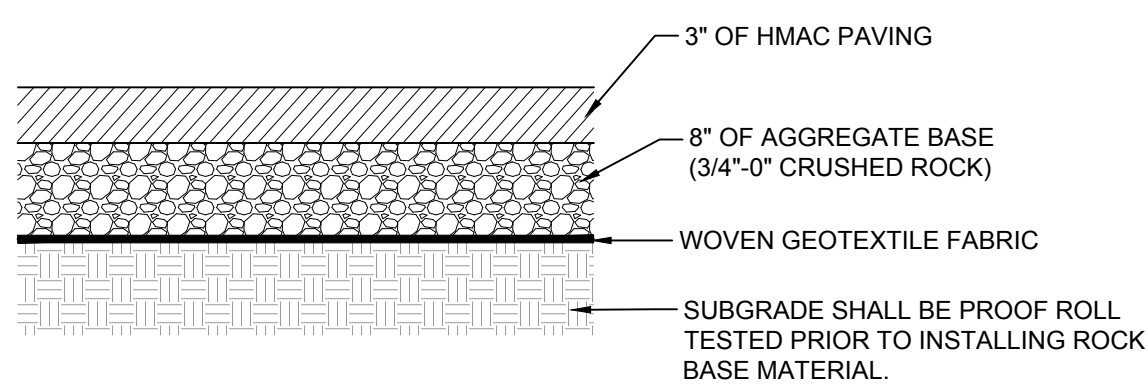
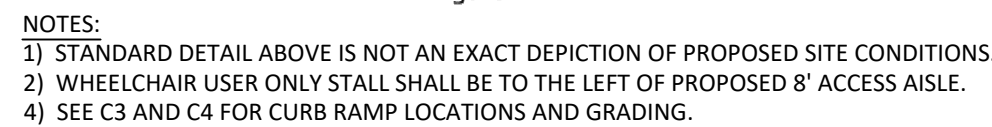
**PARTIAL GRADING
PLAN (E)**

Sheet No.

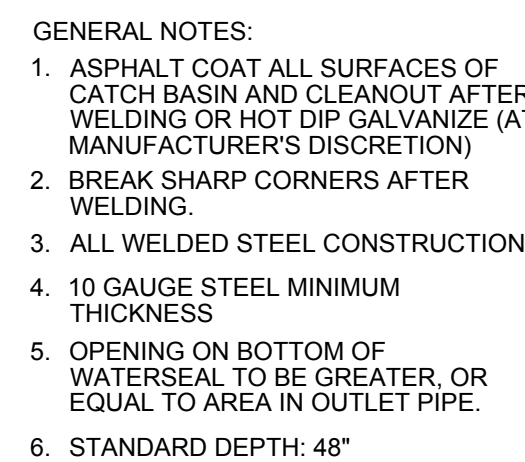
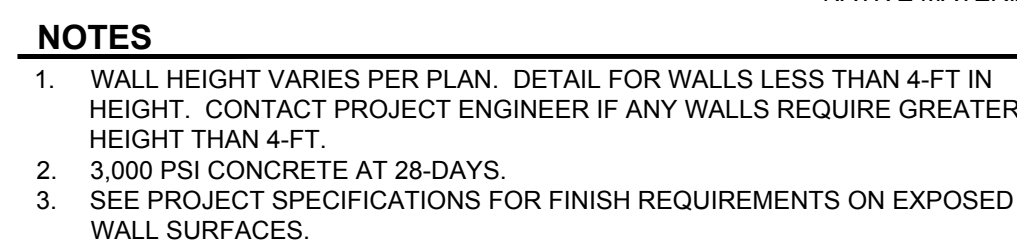
C4.2**PLAN VIEW - PARTIAL GRADING PLAN (E)**

SCALE: 1" = 10' - 0"





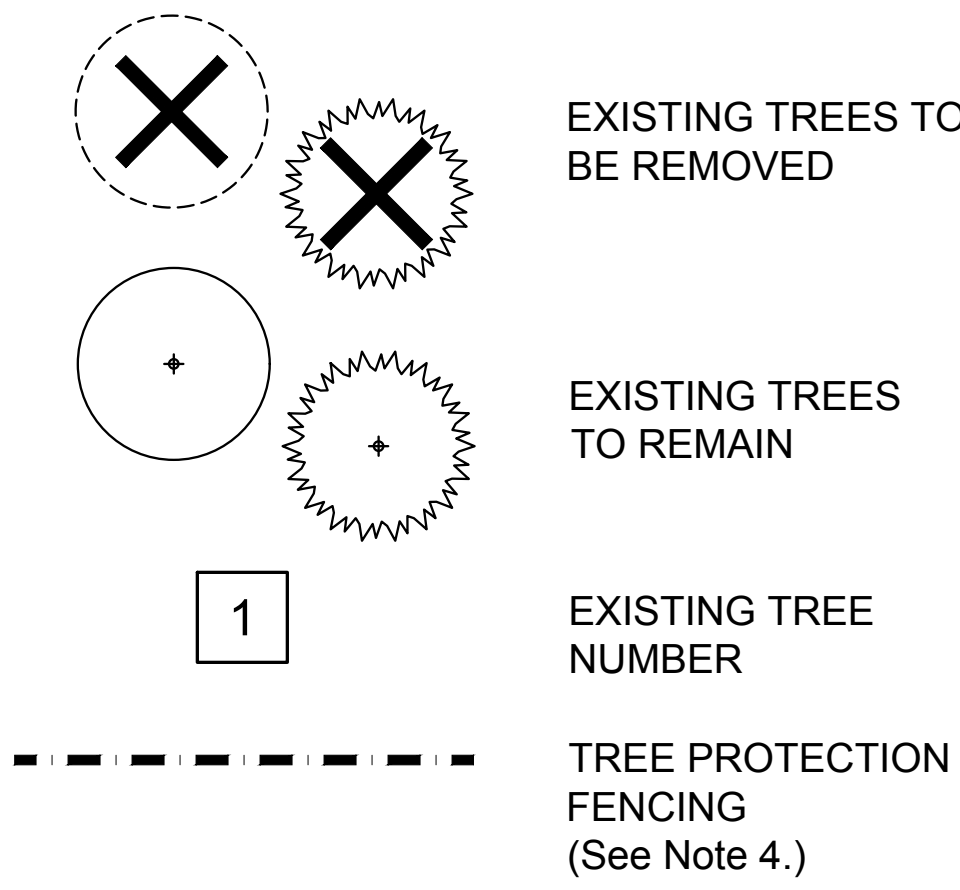
322 AC SECTION - LIGHT
SCALE: NTS PARKING STALLS



EXISTING TREES

Tree #	Description	Status
1	14" RED PINE	RETAIN
2	10" WHITE BIRCH	REMOVE
3	14" MAPLE	RETAIN
4	30" MAPLE	RETAIN
5	13" MULBERRY	RETAIN
6	18" PINE	RETAIN
7	Multi-trunk 5", 6", 7" PORTUGUESE LAUREL	REMOVE
8	6" GOLDEN RAIN TREE	RETAIN
9	8" DOGWOOD	REMOVE
10	10" DOGWOOD	REMOVE
11	Multi-trunk 8", 9", 10" TORULOSA JUNIPER	REMOVE
12	6" SMOKE TREE	RETAIN
13	6" WHITE OAK	RETAIN
14	7" PONDEROSA PINE	RETAIN
15	8" PONDEROSA PINE	RETAIN
16	10" PONDEROSA PINE	RETAIN
17	18" RED PINE	RETAIN
18	6" RED MAPLE	RETAIN
19	4" LINDEN	RETAIN
20	6" RED MAPLE	RETAIN
21	4" STRAWBERRY TREE, Multi-trunk	RETAIN
22	2" CREPE MYRTLE	RETAIN
23	6" MAPLE	RETAIN
24	6" MAPLE	RETAIN
25	4" CREPE MYRTLE	RETAIN
26	36" CEDAR	RETAIN
27	36" CEDAR	RETAIN
28	7" BIG LEAF MAPLE	RETAIN
29	7" VINE MAPLE	RETAIN
30	84" COAST REDWOOD	RETAIN

LEGEND

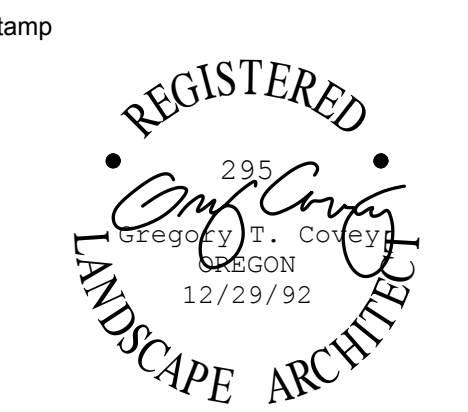
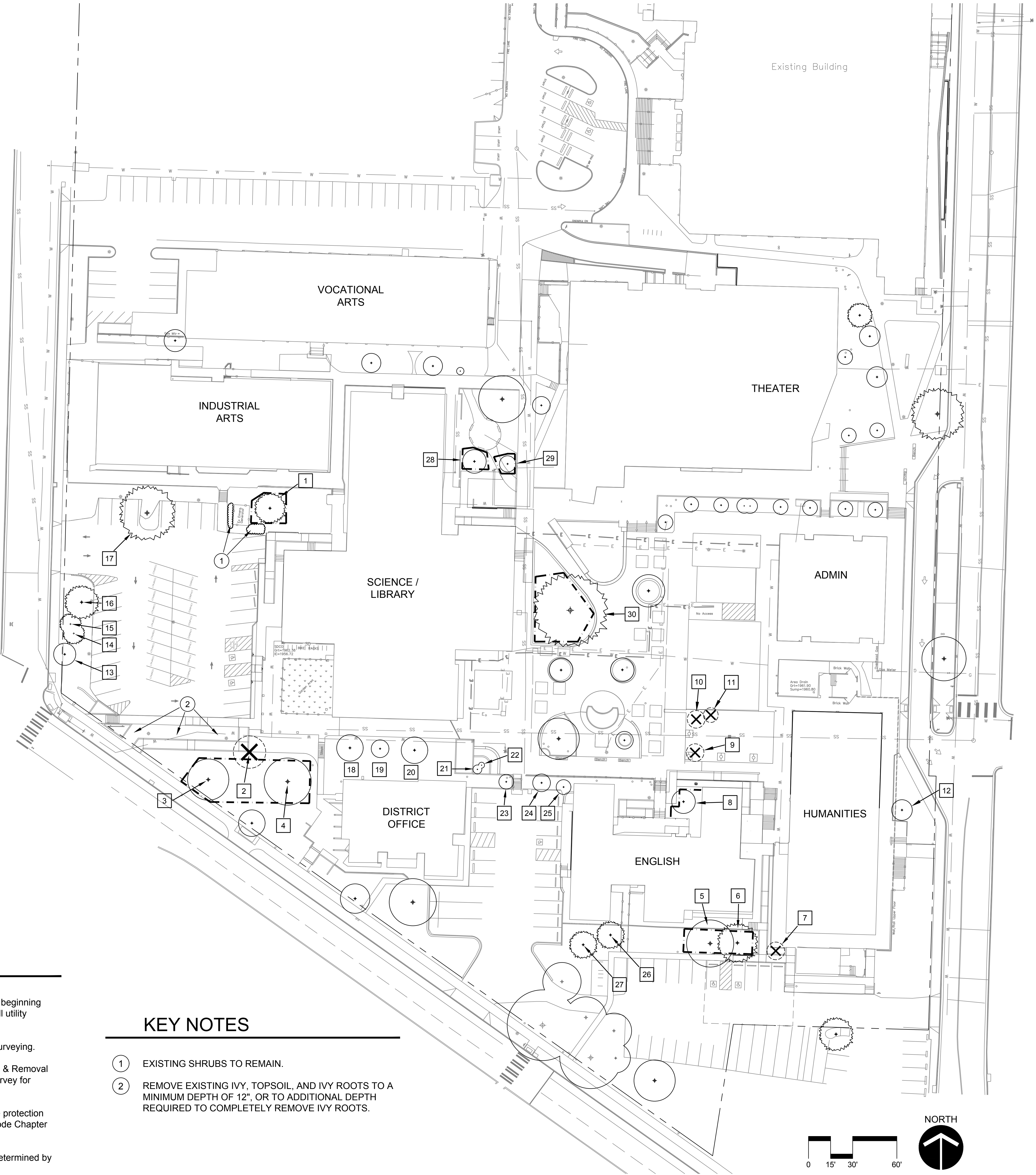


GENERAL NOTES

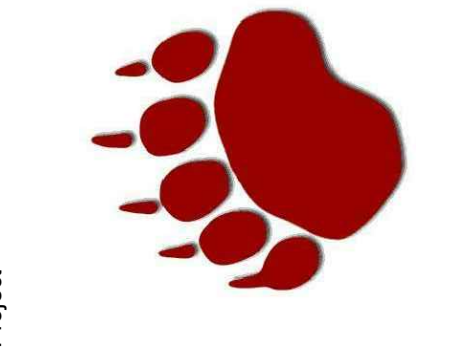
- Verify locations of all below-grade utilities prior to beginning work. Contractor is responsible for coordinating all utility locates.
- Topographic survey provided by Pariani Land Surveying.
- The information contained on this Tree Protection & Removal Plan supercedes the labels on the topographic survey for existing tree species and sizes.
- Contractor shall provide, install, and maintain tree protection fencing according to City of Ashland Municipal Code Chapter 18.4.5.030.
- Final location of tree protection fencing shall be determined by a certified arborist.

KEY NOTES

- EXISTING SHRUBS TO REMAIN.
- REMOVE EXISTING IVY, TOPSOIL, AND IVY ROOTS TO A MINIMUM DEPTH OF 12", OR TO ADDITIONAL DEPTH REQUIRED TO COMPLETELY REMOVE IVY ROOTS.



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TREE PROTECTION
& REMOVAL PLAN

IRRIGATION LEGEND

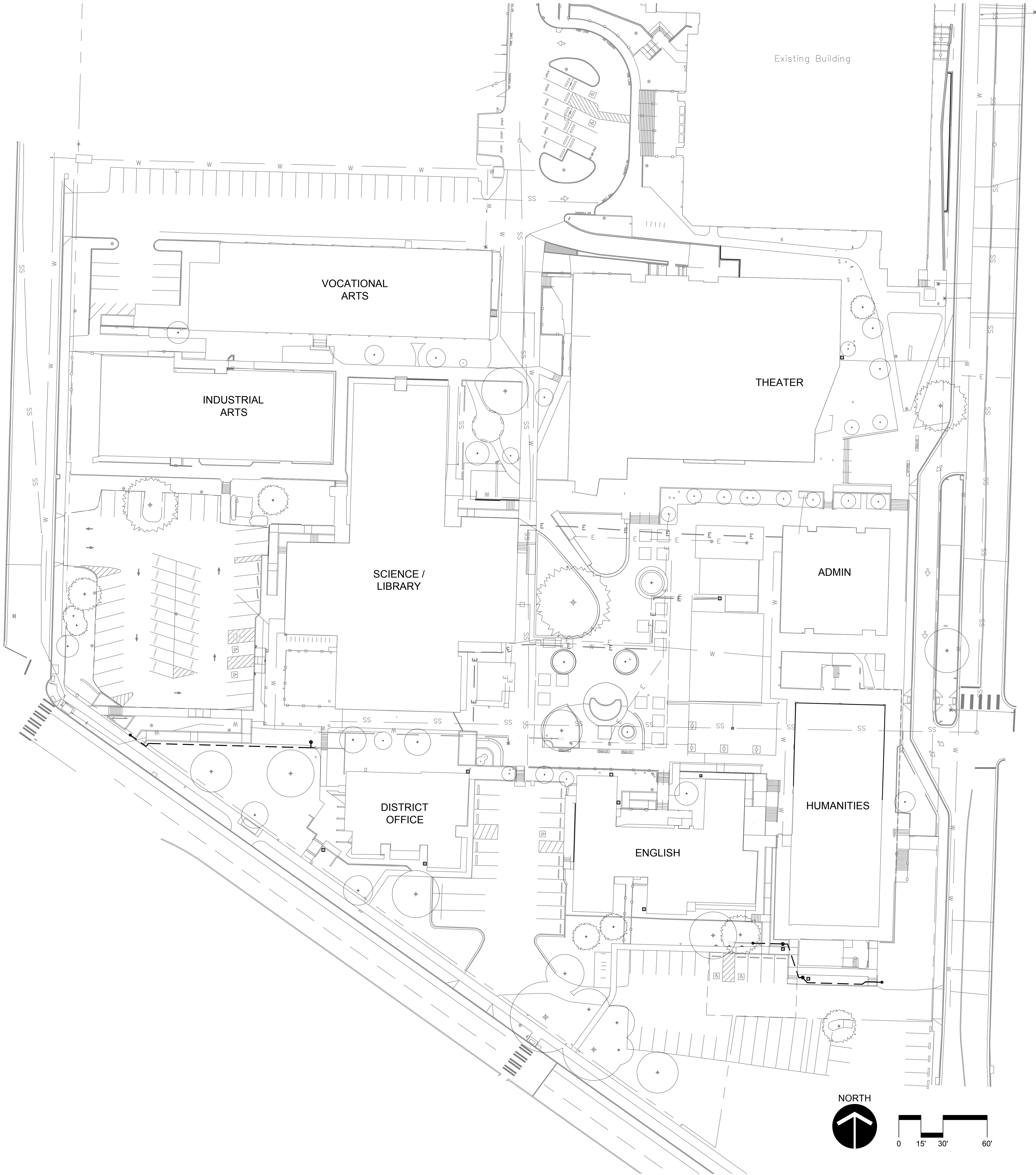
SYMBOL	RADIUS	NOZZLE	GPM	PSI	MODEL
	8"	8F	0.26	30	Rain Bird 1812-SAM w/ 8 Series MPR Nozzle
	8"	8H	0.52	30	"
	8"	8F	1.05	30	"
	10"	10Q	0.39	30	Rain Bird 1812-SAM w/ 10 Series MPR Nozzle
	10"	10H	0.79	30	"
	10"	10F	1.58	30	"
	12"	12Q	0.65	30	Rain Bird 1812-SAM w/ 12 Series MPR Nozzle
	12"	12H	1.30	30	Rain Bird 1812-SAM w/ 12 Series MPR Nozzle
	12"	12F	2.60	30	"
	15"	15Q	0.92	30	Rain Bird 1812-SAM w/ 15 Series MPR Nozzle
	15"	15H	1.85	30	"
	15"	15F	3.70	30	"
	5"	5Q-B	0.50	30	Rain Bird 5 Series MPR Stream Bubbler Nozzle on fixed riser
	4x15'	15RCS	0.49	30	Rain Bird 1812-SAM w/ 15 Strip Series Nozzle
	4x15'	15LCS	0.49	30	"
	4x30'	15SST	1.21	30	"
SYMBOL	DESCRIPTION				
	RAIN BIRD PEB-PRS-D CONTROL VALVE w/ PRESSURE REGULATING MODULE. SEE SHEET L1.5 FOR DETAIL.				
	RAIN BIRD 44LRC QUICK COUPLING VALVE. SEE SHEET L1.5 FOR DETAIL.				
	MAIN LINE ISOLATION VALVE, AS SPECIFIED. LINE SIZE.				
	MAIN LINE, 1.5" SCH 40 PVC, UNLESS NOTED OTHERWISE.				
	EXISTING MAIN LINE.				
	LATERAL LINE, SCH 40 PVC.				
	SLEEVE, SCH 40 PVC, MIN. 6" DIA. UNLESS OTHERWISE NOTED. COORDINATE WITH GENERAL CONTRACTOR.				
	EXISTING LATERAL LINE				
	RAIN BIRD TBOS-BT BLUE TOOTH BATTERY OPERATED CONTROLLER				
	Concrete Junction Box.				

GENERAL NOTES

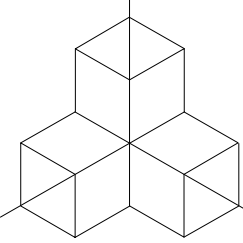
- A. The landscape contractor shall inspect the site and verify conditions and dimensions prior to construction.
- B. Install irrigation system to comply with the codes and ordinances of all jurisdictional agencies.
- C. Irrigation plans are schematic. Assumptions were made with regard to configuration of existing irrigation. Place irrigation lines in common trench whenever possible. Field adjust irrigation elements to meet intent of design and to avoid conflict with utilities.
- D. Verify backflow prevention device has been inspected and approved by the appropriate authority.
- E. All valves shall be placed in valve boxes in a manner which facilitates access for maintenance. Locate valve boxes in shrub beds whenever possible.
- F. All components of irrigation system shall be installed and adjusted to provide complete coverage. Contractor is responsible for providing a complete working system.
- G. Submit reports of static pressures at points of connection as specified.
- H. System is designed to operate with a minimum of 30 psi at the furthest head from the point of connection. Head layout and zones are based on this data, and specifications shown in the irrigation legend. Notify the Landscape Architect if actual field data differs from this information.
- I. Irrigation laterals are sized starting at valve and continuing in direction of flow. Reductions in pipe size are labelled beginning downstream of nearest fitting. All laterals not sized are minimum 1 inch or same size as nearest adjacent pipe.
- J. Valve Key G.P.M. Valve size
- K. Install all irrigation pipe in PVC sleeves below all paved surfaces as specified in Section 32 84 24, Irrigation.
- L. Provide 6" pop-up spray heads (RB 1806) for all lawn areas. Provide 12" pop-up spray heads (RB 1812) for all shrub beds unless otherwise indicated on the plans.
- M. Multi-strand control wire not allowed. Use 14 gauge wire as specified in Section 32 84 24, Irrigation.
- N. Install drain valves at low points on main and lateral lines. Install quick coupling valves at high points in the main lines to facilitate blowing out the system.
- O. Install pressure regulators on main lines as required.
- P. Install in-line check valves as required to prevent low head drainage.
- Q. Install air-relief valves on main lines as specified, and as recommended by the manufacturer.
- R. Existing Irrigation Operation Report: Contractor shall examine existing irrigation impacted by the work of this contract, and submit an Operation Report prior to beginning work as specified. See Irrigation Specification 32 8424, Part 1.2 C.
- S. Irrigation Repairs: Contractor is responsible for maintaining operational irrigation systems in good working order, and repairing any irrigation impacted by the work of this contract.

IRRIGATION KEY NOTES

- 1 EXISTING DOUBLE CHECK VALVE TO REMAIN.
- 2 INSTALL ISOLATION VALVE IN VALVE BOX.
- 3 EXISTING VALVE WITH EXTRA CONTROL WIRES. USE ONE CONTROL WIRE FOR NEW ICV (IRRIGATION CONTROL VALVE) FOR IRRIGATION ZONE A1.
- 4 EXISTING IRRIGATION CONTROLLER 'A' TO REMAIN.
- 5 EXISTING IRRIGATION CONTROLLER 'B' TO REMAIN.
- 6 EXISTING IRRIGATION CONTROLLER 'C' TO REMAIN.
- 7 EXISTING IRRIGATION CONTROLLER 'D' TO REMAIN.
- 8 REMOVE EXISTING ICV AND REPLACE WITH NEW ICV AND TBOS-BT BATTERY OPERATED CONTROLLER IN LOCATION SHOWN.
- 9 EXISTING 1" MAINLINE, CAPPED. INSTALL NEW ICV AND TBOS-BT BATTERY OPERATED CONTROLLER AND CONNECT TO NEW IRRIGATION AS SHOWN.
- 10 INSTALL ISOLATION VALVE AND CONNECT EXISTING MAINLINE WITH NEW MAINLINE.
- 11 EXISTING CONTROLLER 'I' TO REMAIN (CURRENTLY NON-OPERATIONAL).
- 12 EXISTING IRRIGATION CONTROLLER 'E' TO REMAIN.
- 13 EXISTING BALL VALVE, DOUBLE CHECK VALVE, AND ICV TO REMAIN. REUSE ICV IN PLACE AND CONNECT TO NEW IRRIGATION ZONE E1 AS SHOWN.
- 14 INSTALL JUNCTION BOX TO FACILITATE INSTALLATION OF SLEEVE AS SHOWN.
- 15 EXISTING IRRIGATION LATERAL AND ICV (SEE NOTE 16). EXTEND LATERAL LINE TO IRRIGATION ZONE G1 SERVING NEW TREE PLANTERS AS SHOWN.
- 16 EXISTING DOUBLE CHECK VALVE, GATE VALVE AND ICV TO REMAIN. ICV TO SERVE IRRIGATION ZONE G1.
- 17 ADJUST EXISTING SPRINKLER LOCATIONS TO RESPOND TO NEW RAMP AND IRRIGATION MAINLINE INSTALLATION IN THIS AREA.
- 18 NEW 6" DIA. SCH 40 SLEEVE.
- 19 EXISTING IRRIGATION CONTROLLER 'G' TO REMAIN.



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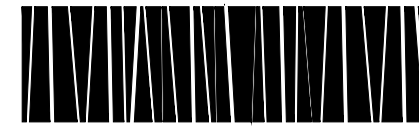


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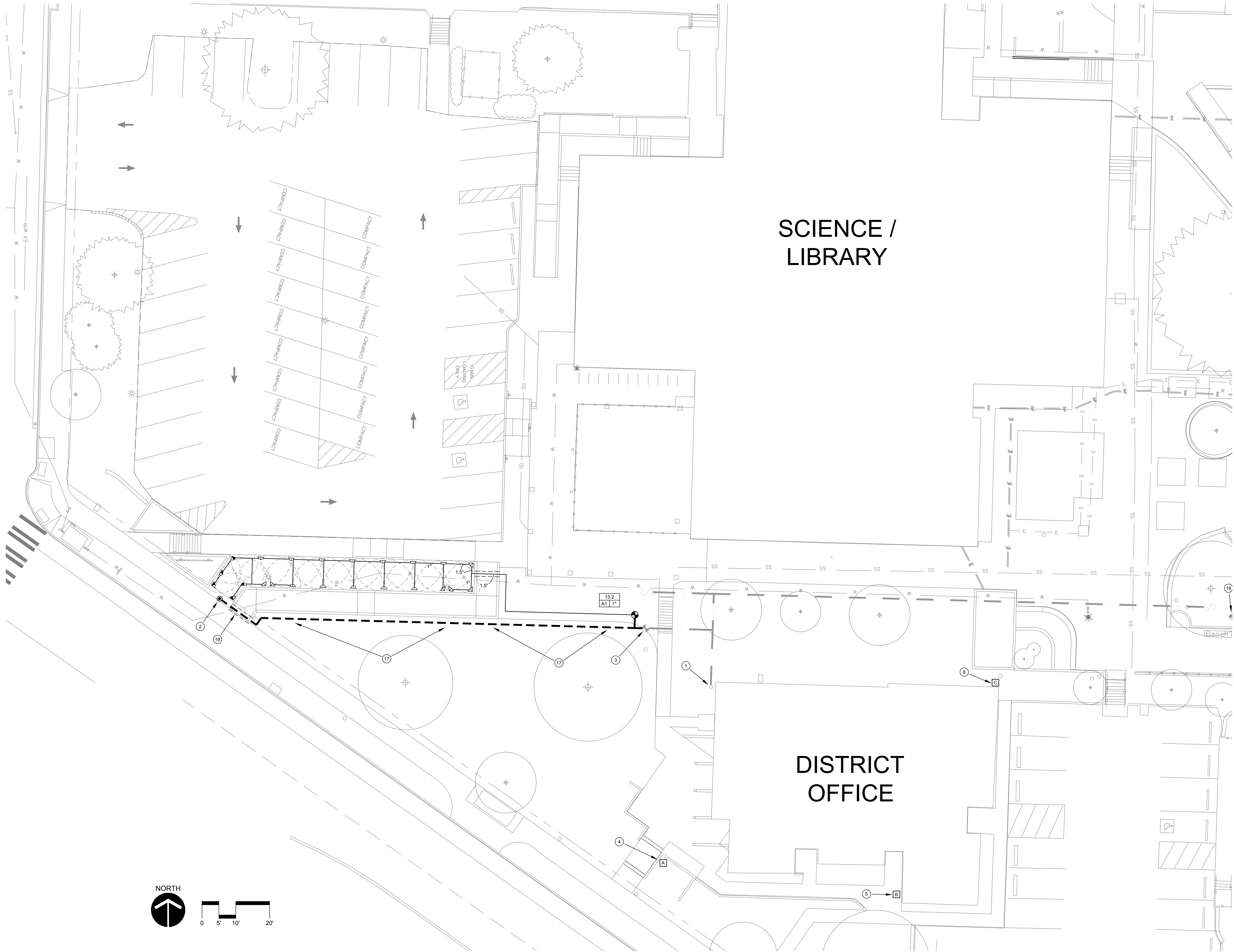
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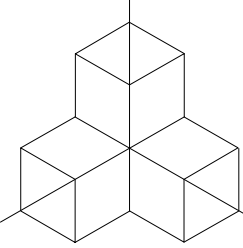
OVERALL
IRRIGATION PLAN

Sheet No.

L1.0



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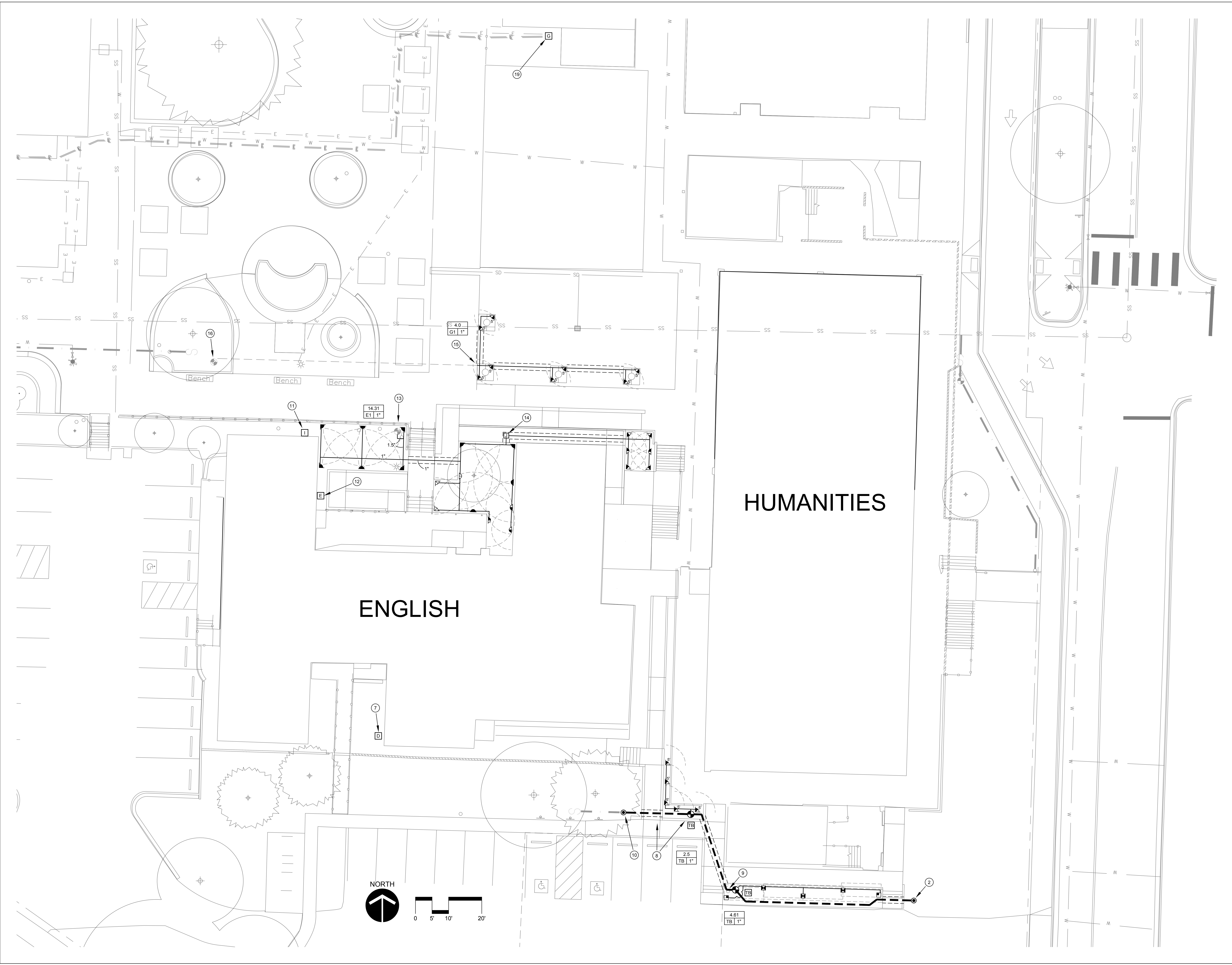
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Drawing Title
**IRRIGATION PLAN -
SOUTHWEST**

Sheet No.

L1.1



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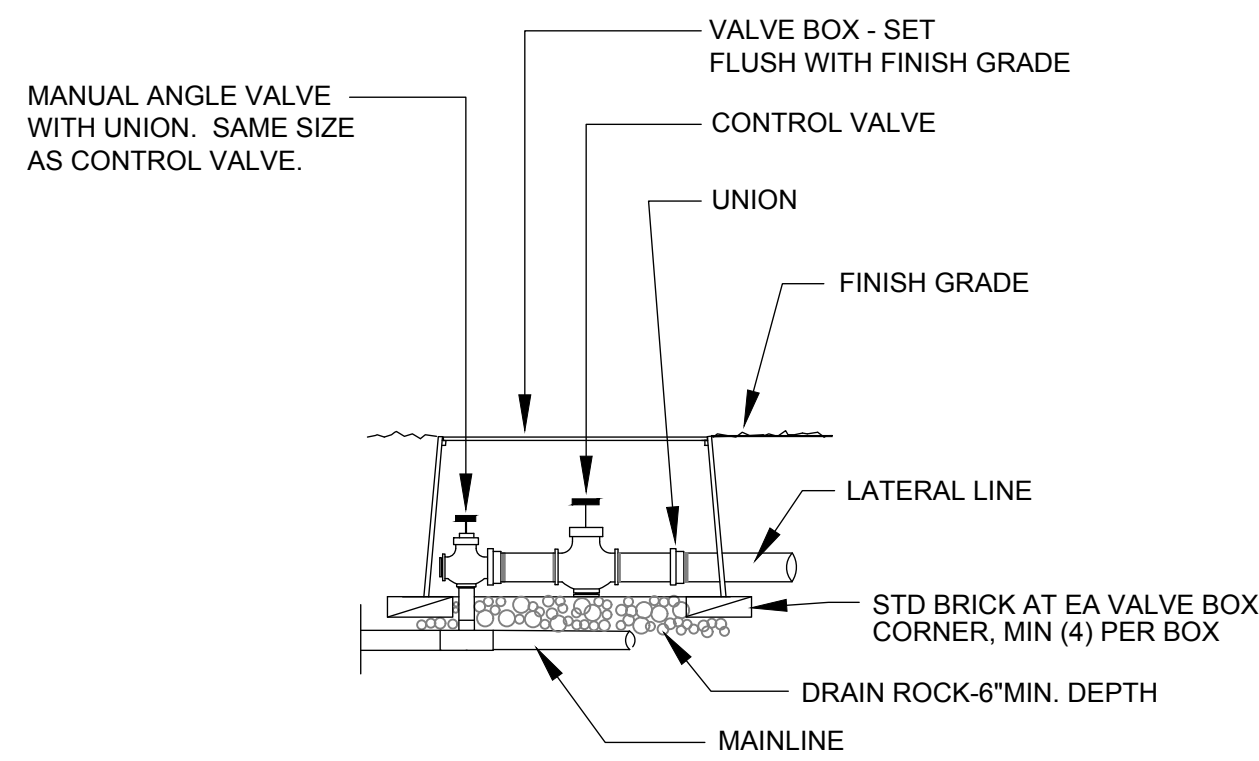
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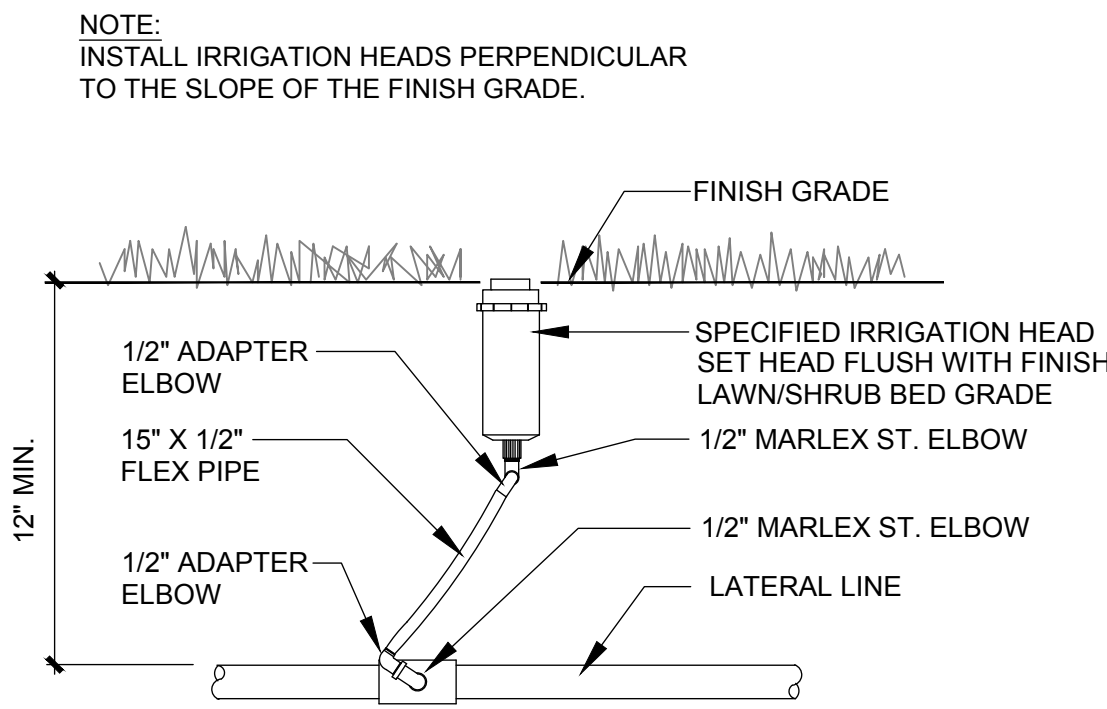
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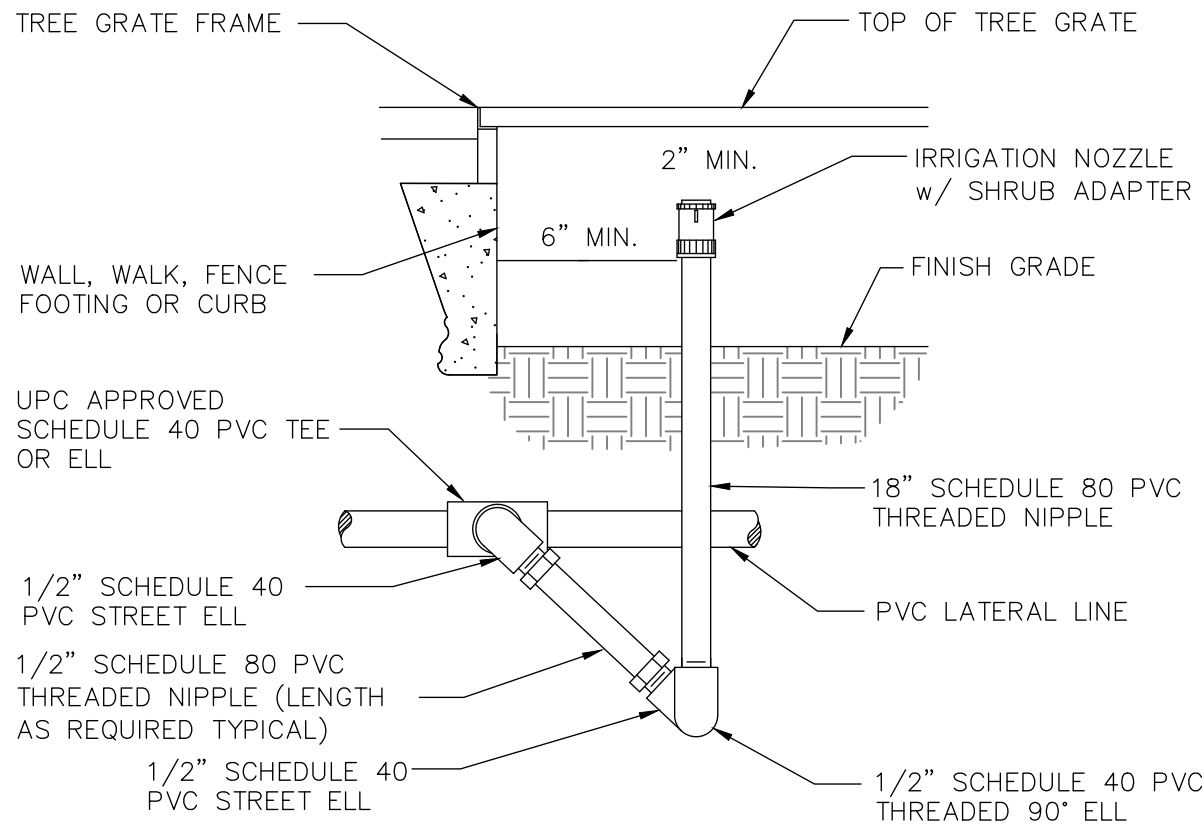
Drawing Title
IRRIGATION PLAN - SOUTHEAST



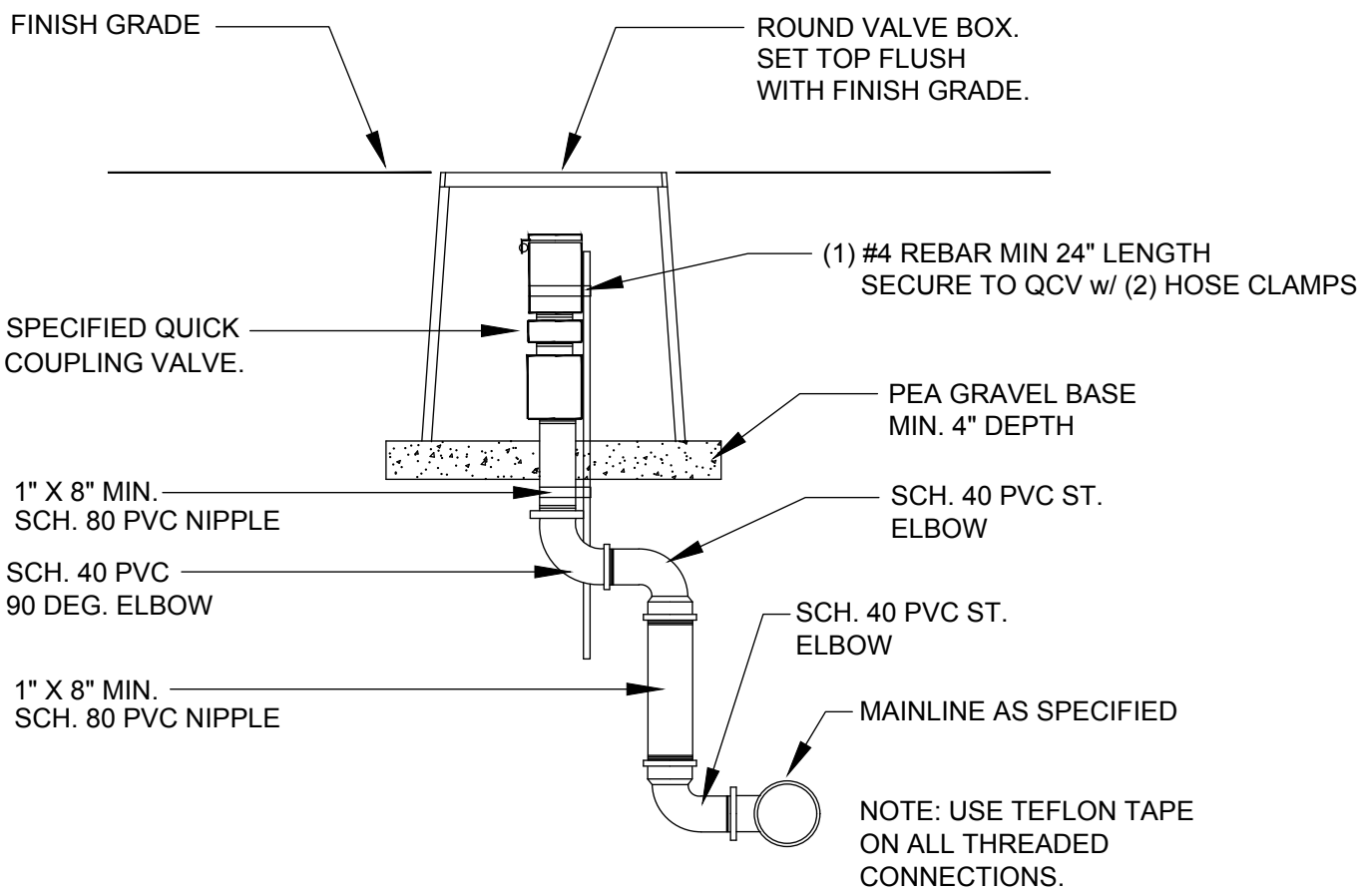
1 IRRIGATION CONTROL VALVE
NOT TO SCALE



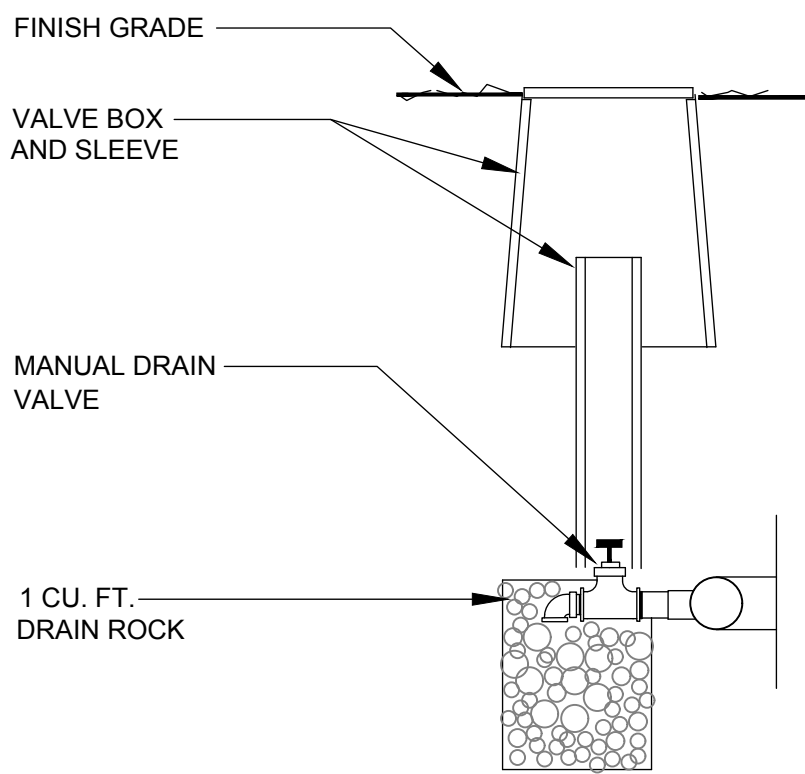
2 SPRAY HEAD ASSEMBLY
NOT TO SCALE



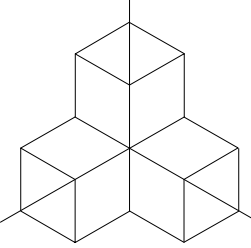
3 SPRAY NOZZLE ON FIXED RISER
NOT TO SCALE



4 QUICK COUPLING VALVE
NOT TO SCALE



5 MANUAL DRAIN VALVE
NOT TO SCALE



Stamp

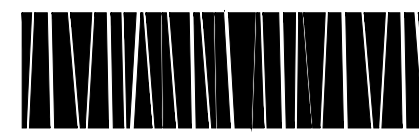


Ashland School District
**Ashland High School Modernization
Project**
201 S MOUNTAIN AVENUE, ASHLAND OR 97520



Project

Consultant



CoveyPardee
LANDSCAPE ARCHITECTS

295 EAST MAIN, No. 8
ASHLAND, OR 97520
541.552.1015

Revisions

No.	Description	Date
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Date	04/15/22
Job No.	19-031
Drawn By	GTC
Checked By	ADP

BID SET

Date
04/15/22

Project Number
19-031

Drawing Title
**IRRIGATION
DETAILS**

Sheet No.

L1.3

PLANT LIST

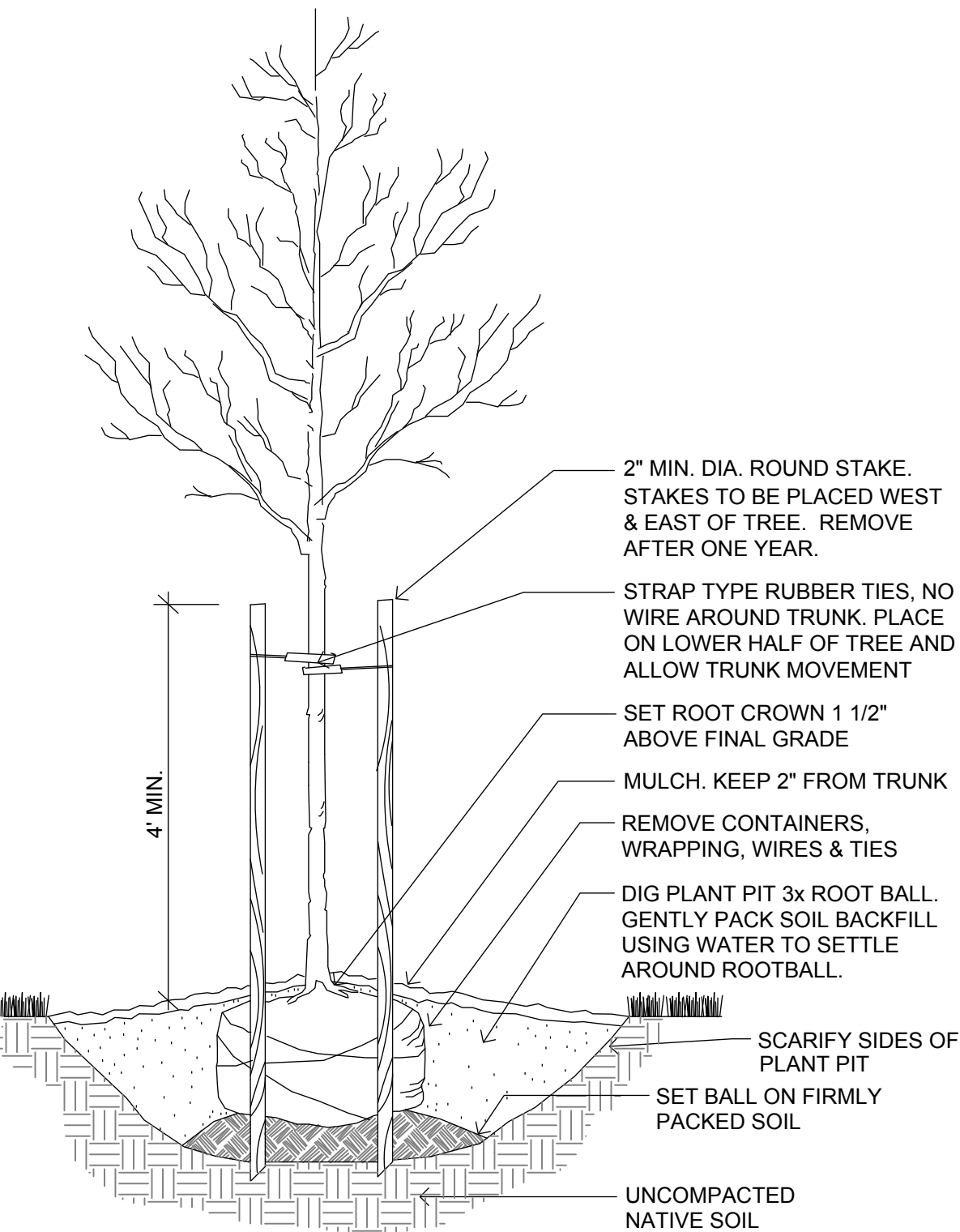
KEY	BOTANICAL NAME	COMMON NAME	SIZE / CONDITION
TREES			
ACGI	ACER GINNALA 'FLAME'	FLAME AMUR MAPLE	1.75" CAL. B&B
ACTR	ACER TRUN. X 'NORWEGIAN SUNSET'	NORWEGIAN SUNSET MAPLE	1.75" CAL. B&B
CEMA	CELTIS OCC. 'MAGNIFICA'	MAGNIFICA HACKBERRY	1.75" CAL. B&B
COFL	CORNUS FLORIDA 'RUBRA'	RUBRA PINK FLORIDA DOGWOOD	1.75" CAL. B&B
PAPE	PARROTIA PERSICA	PERSIAN IRONWOOD	1.75" CAL. B&B
QUFR	QUERCUS FRAINETTO 'SCHMIDT'	FOREST GREEN OAK	1.75" CAL. B&B
SHRUBS			
BECR	BERBERIS T. 'CRIMSON PYGMY'	CRIMSON PYGMY BARBERRY	1 GAL.
BERO	BERBERIS T. 'ROSE GLOW'	ROSE GLOW BARBERRY	1 GAL.
BEWM	BERBERIS 'WM. PENN'	WM. PENN. BARBERRY	1 GAL.
CHTE	CHOISYA TERNATA	MEXICAN ORANGE	5 GAL.
EUAL	EUONYMUS ALATUS 'COMPACTA'	COMPACT BURNING BUSH	1 GAL.
HADI	HAMAMELIS X INTERMEDIA 'DIANE'	DIANE WITCH HAZEL	MT 5'-6" HT. B&B
HODI	HOLODISCUS DISCOLOR	OCEANSPRAY	1 GAL.
ILCR	ILEX CRENATA 'COMPACTA'	COMPACT JAPANESE HOLLY	1 GAL.
MACO	MAHONIA AQUIFOLIUM 'COMPACTA'	COMPACT OREGON GRAPE	1 GAL.
NABU	NANDINA D. 'BURGUNDY WINE'	BURGUNDY WINE DWARF NANDINA	1 GAL.
NAGU	NANDINA D. 'GULF STREAM'	GULF STREAM HEAVENLY BAMBOO	1 GAL.
OSGU	OSMANTHUS H. 'GULFTIDE'	GULFTIDE FALSE HOLLY	1 GAL.
POFR	POTENTILLA F. 'MANGO TANGO'	MANGO TANGO POTENTILLA	1 GAL.
PRLU	PRUNUS LUSITANICA	PORTUGUESE LAUREL	5 GAL.
RHAR	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	1 GAL.
RISA	RIBES SANGUINEUM	KING EDWARD VII FLWG CURRANT	5 GAL.
SARU	SARCOCOCCA RUSCIFOLIA	SWEET BOX	1 GAL.
SPAN	SPIRAEA J. 'ANTHONY WATERER'	ANTHONY WATERER SPIREA	1 GAL.
SPLI	SPIRAEA J. 'LIME MOUND'	LIME MOUND SPIREA	1 GAL.
GROUND COVERS, VINES, PERENNIALS & GRASSES			
ARUV	ARCTO. UVA-URSI 'MASS. I'	MASS. KINKINNICK	1 GAL.
GAWH	GAURA 'WHIRLING BUTTERFLIES'	WHIRLING BUTTERFLIES GAURA	1 GAL.
HESA	HELIOTRICHON 'SAPPHIRE'	SAPPHIRE BLUE OAT GRASS	1 GAL.
MUCA	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	1 GAL.
MUFA	MUHLENBERGIA C. 'FAST FORWARD'	FAST FORWARD PINK MUHLY GRASS	1 GAL.
ROCL	ROSA SP.	CLIMBING ROSE	1 GAL.
ROIC	ROSA 'KORBIN' ICEBERG	ICEBERG CLIMBING ROSE	1 GAL.
RONO	ROSA X 'NOIRE'	RED FLOWER CARPET ROSE	1 GAL.
RUCA	RUBUS P. 'EMERALD CARPET'	EM. CARPET CREEPING RASPBERRY	1 GAL.
PEBU	PENNISETUM A. 'BURGUNDY BUNNY'	BURGUNDY BUNNY FOUNTAIN GRASS	1 GAL.
PEKA	PENNISETUM A. 'KARLEY ROSE'	KARLEY ROSE FOUNTAIN GRASS	1 GAL.
TECH	TEUORIUM CHAMÆDRIYS	CREEPING GERMANDER	1 GAL.
TRAS	TRACHELOSPERMUM ASIATICUM	ASIATIC JASMINE	1 GAL.

GENERAL PLANTING NOTES

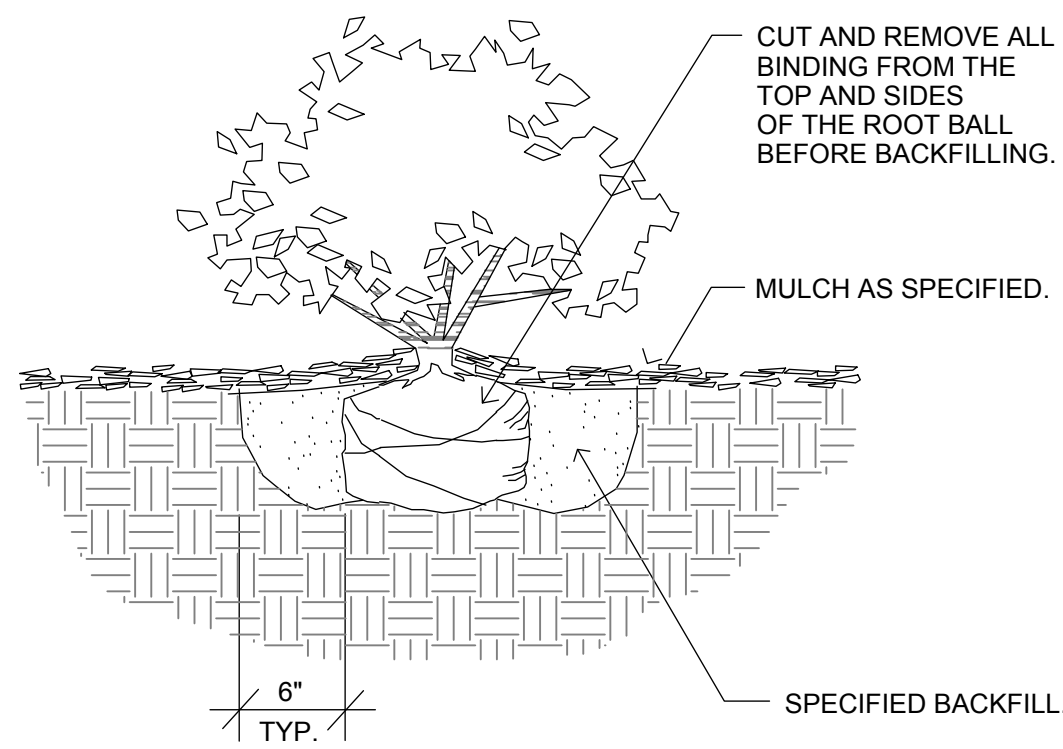
- A. ALL LANDSCAPE AREAS NOT INDICATED FOR NEW PLANTING, BUT DISTURBED DURING CONSTRUCTION. CONTRACTOR SHALL REGRADE AREAS TO SMOOTH EVEN FINISH, REMOVE WEEDS, AND INSTALL 3" LAYER OF BARK MULCH.
- B. CONTRACTOR SHALL COORDINATE TREE PLACEMENT TO AVOID CONFLICTS WITH ELECTRICAL EQUIPMENT.

PLANTING KEY NOTES

- 1 EXISTING SHRUB TO REMAIN. SEE TEMPORARY TREE AND PLANT PROTECTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- 2 ADJUST LAWN EDGE, AND IF NECESSARY, ADD LAWN TO RESPOND TO NEW RAMP INSTALLATION IN THIS AREA.
- 3 NEW LAWN BEDLINE.
- 4 REPAIR AND RESEED EXISTING LAWN AS REQUIRED.
- 5 TREE GRATE

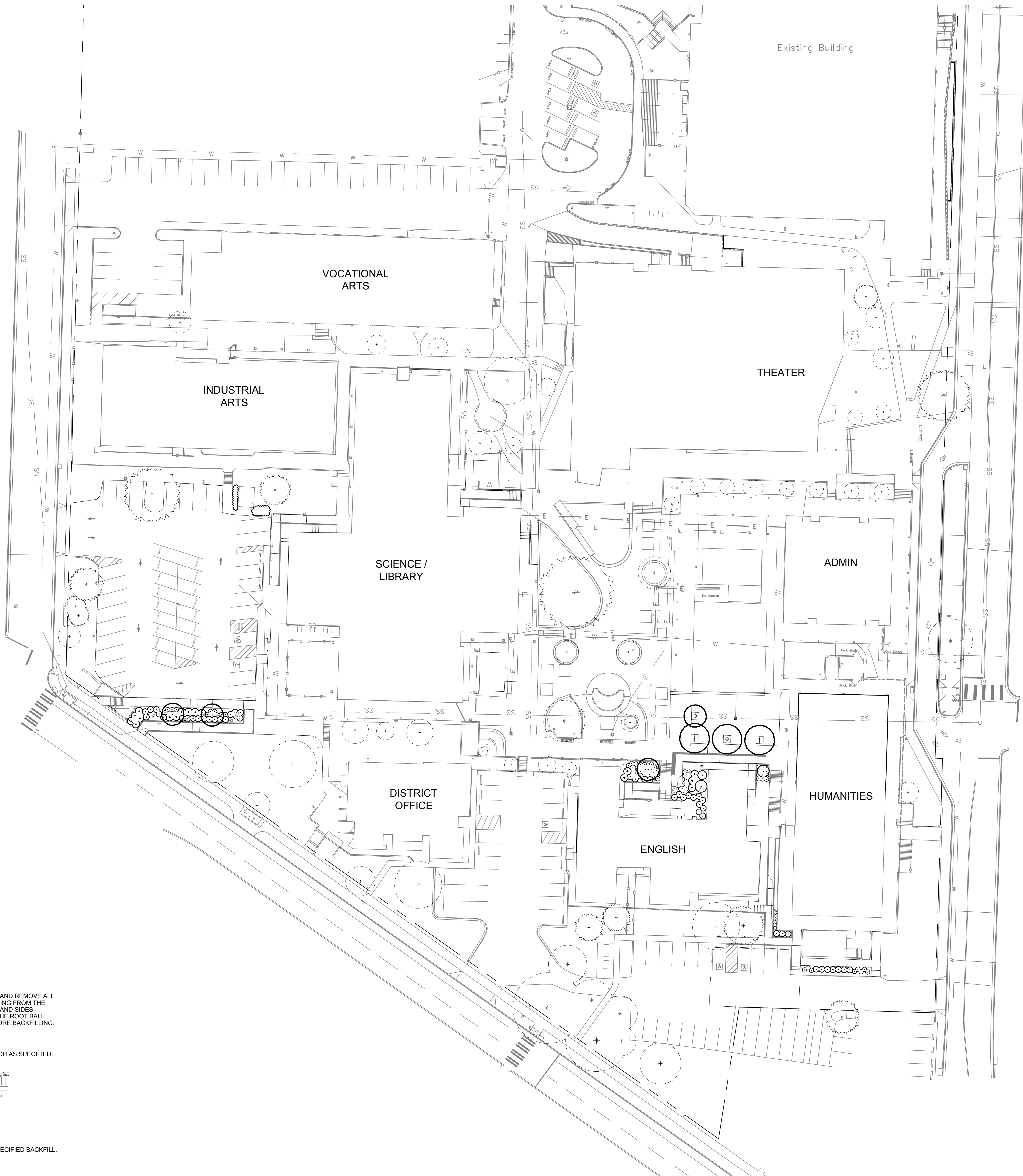


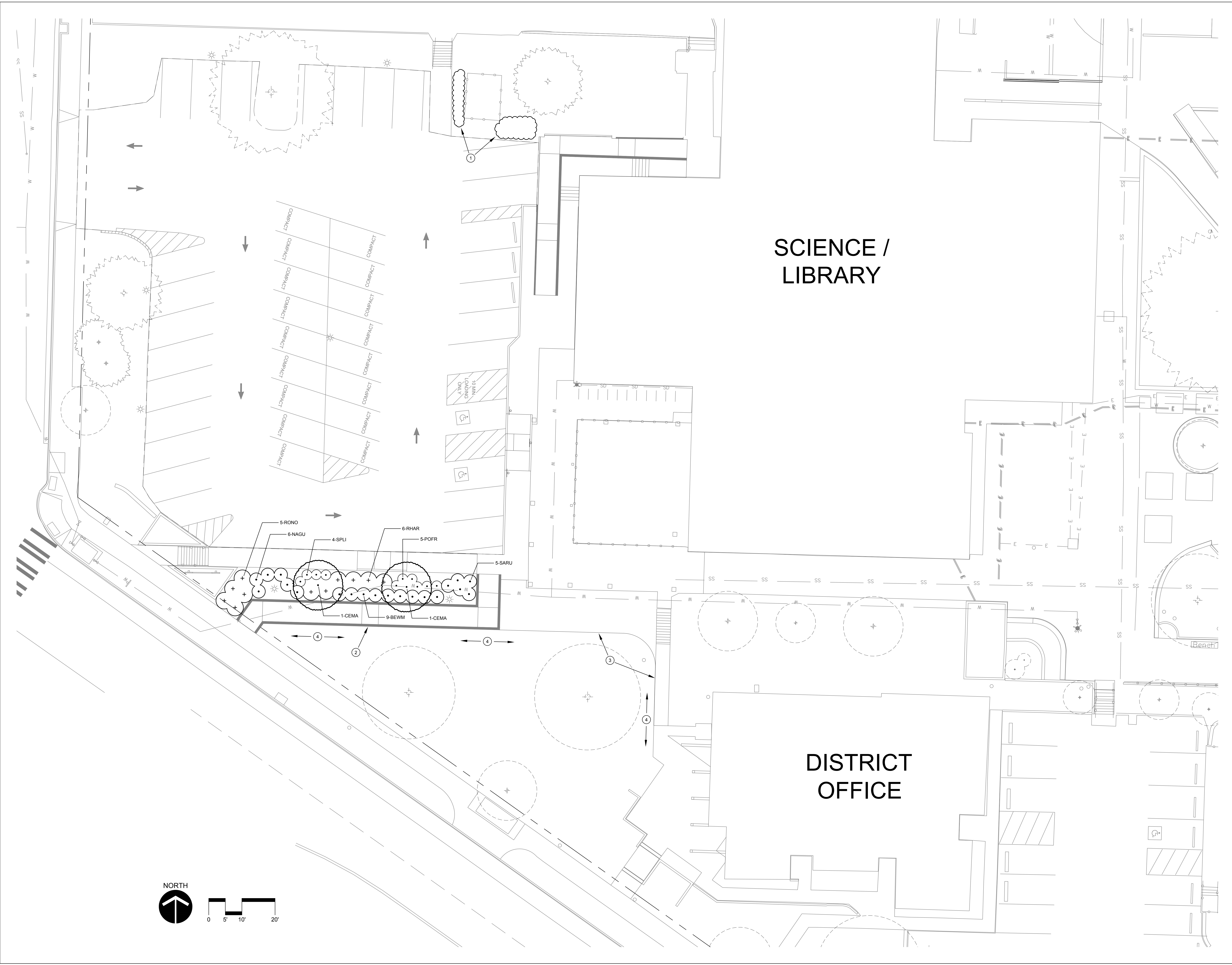
2 TREE PLANTING
NOT TO SCALE



3 SHRUB PLANTING
NOT TO SCALE

1 OVERALL PLANTING PLAN
1" = 30' @ 30 x 42"





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Ashland School District
Ashland High School Modernization Project
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295 EAST MAIN, No. 8
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541.552.1015

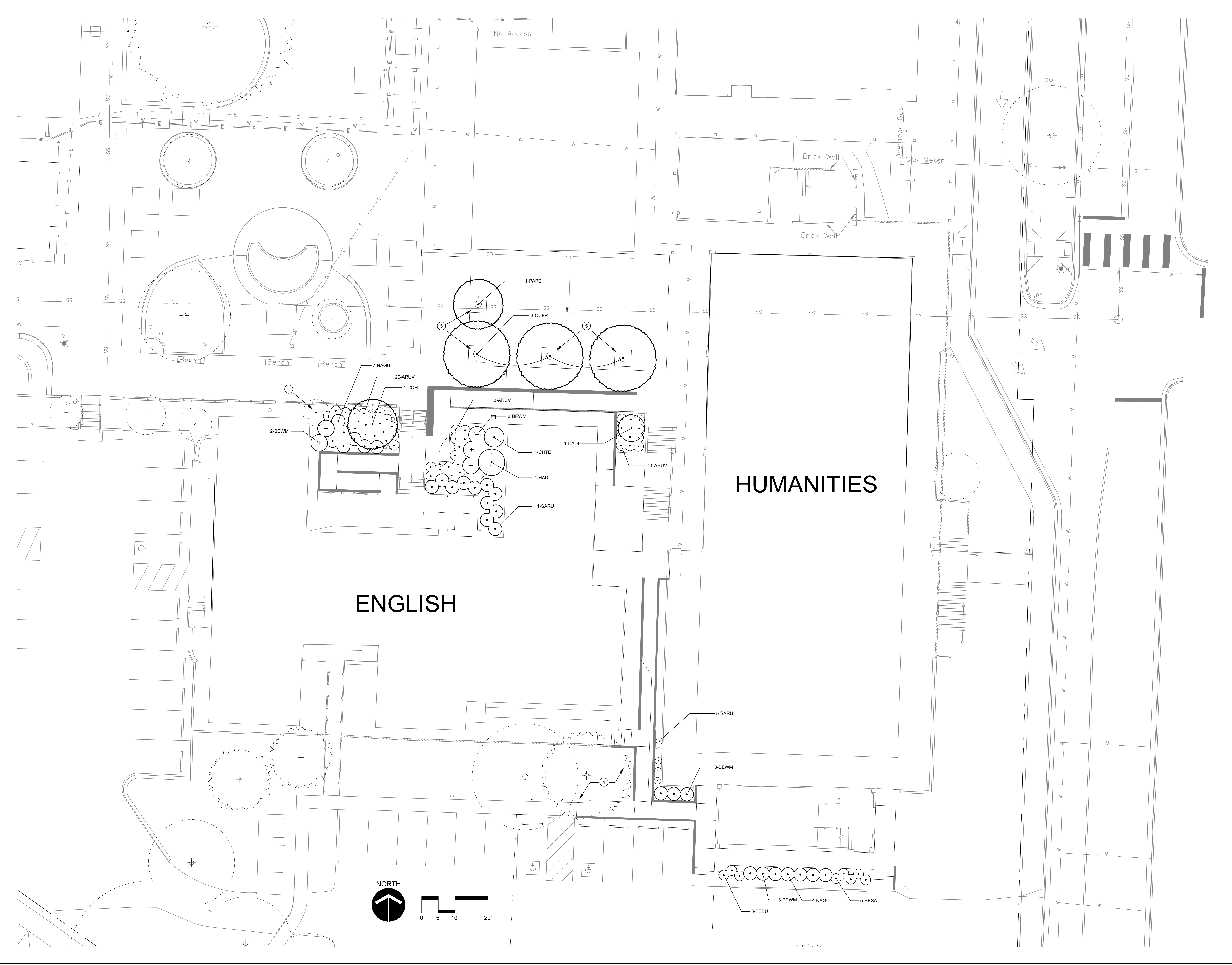
Revisions		
No.	Description	Date

Date 04/15/22
Job No. 19-031
Drawn By GTC
Checked By ADP

BID SET

Date 04/15/22
Project Number 19-031
Drawing Title PLANTING PLAN - SOUTHWEST

Sheet No
L2.1



Ashland School District
Ashland High School Modernization Project
201 S MOUNTAIN AVENUE, ASHLAND OR 97520



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LANDSCAPE ARCHITECTS

295 EAST MAIN, No. 8
ASHLAND, OR 97520
541.552.1015

Revisions

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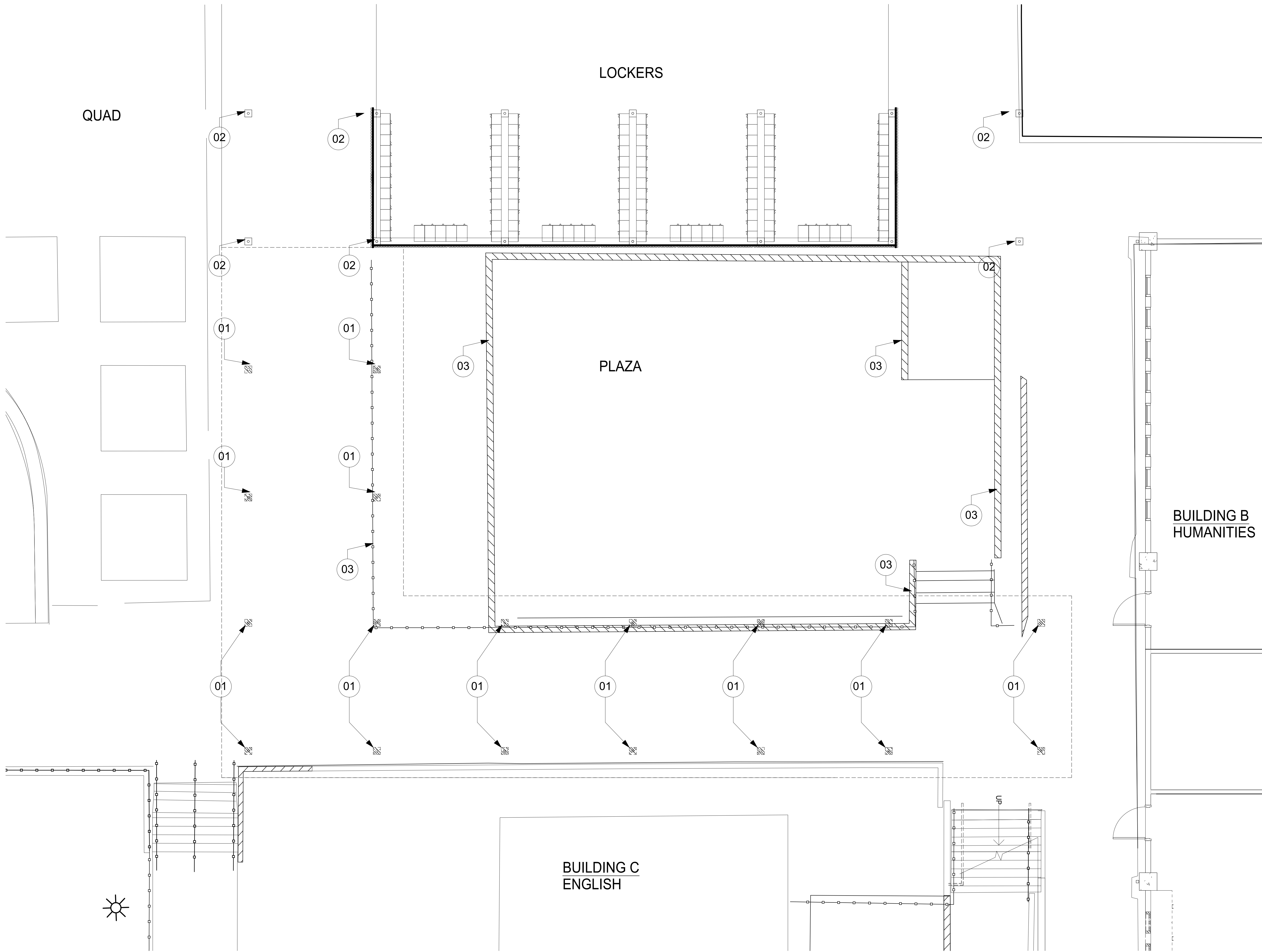
Date 04/15/22
Job No. 19-031
Drawn By GTC
Checked By ADP

BID SET

Date 04/15/22
Project Number 19-031
Drawing Title **PLANTING PLAN - SOUTHEAST**

1 BREEZEWAY DEMOLITION PLAN

1/4" = 1'-0"



SHEET NOTES

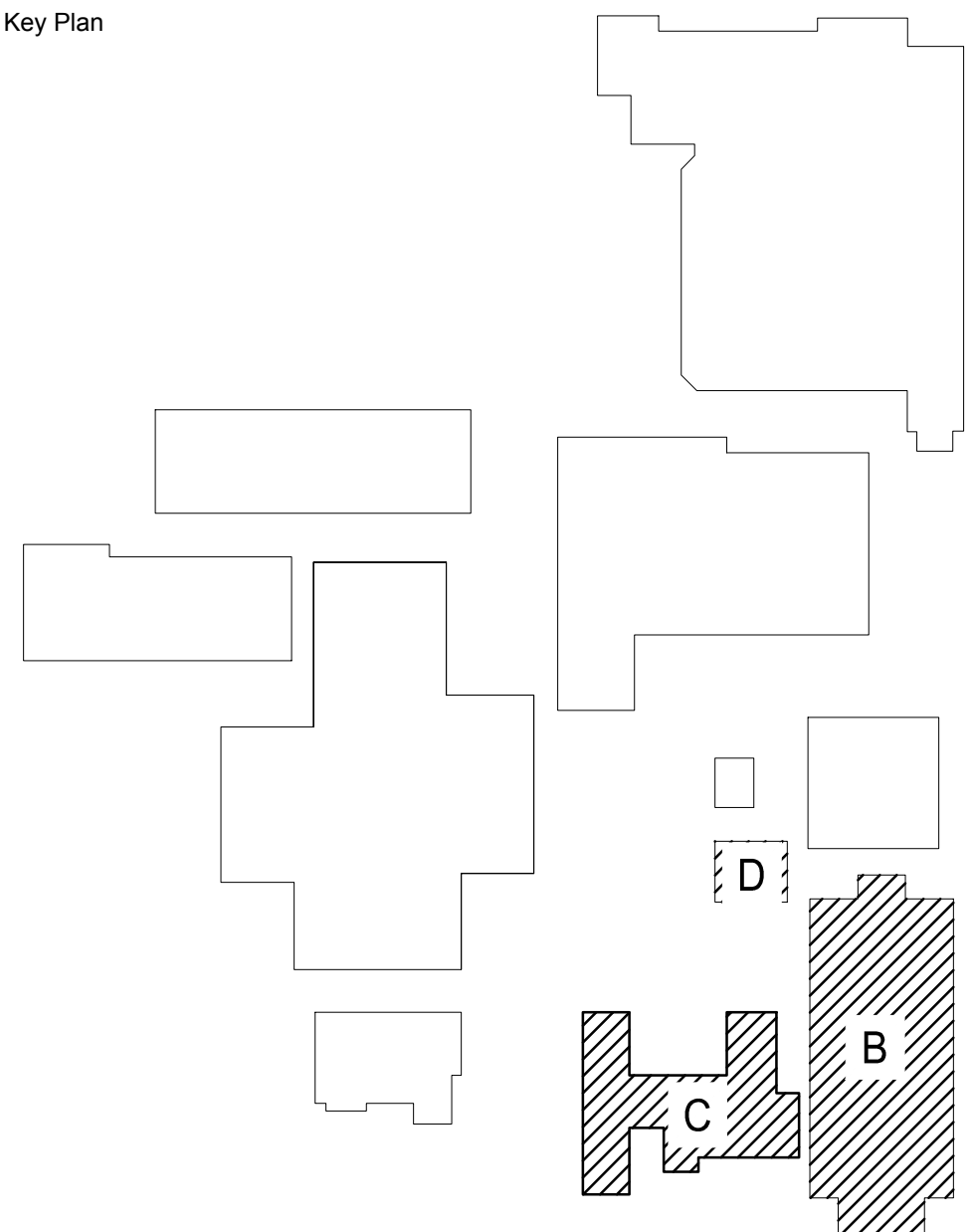
1. THESE DRAWING ARE ONLY TO ASSIST IN SHOWING SCOPE OF DEMOLITION WORK AND IS NOT INTENDED TO INDICATE ALL DEMOLITION.
2. NOT ALL ITEMS TO BE DEMOLISHED ARE SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING A WALK-THRU OF THE SITE PRIOR TO BID AND CONSTRUCTION AND BECOMING FAMILIAR WITH ALL EXISTING CONDITIONS FOR THE PURPOSE OF IDENTIFYING POSSIBLE CRITICAL ITEMS, NOT ADDRESSED OR INCORRECTLY ADDRESSED, WHICH REQUIRE REMOVAL OR RELOCATION.
3. EXECUTION OF DEMOLITION SHALL PROGRESS IN SUCH A MANNER AS NOT TO INTERFERE WITH SAFETY AND CONVENIENCE THE PUBLIC AND THOSE AROUND THE SITE.
4. REMOVE ALL EXISTING CONSTRUCTIONS AND FINISHES NECESSARY FOR THE COMPLETION OF THE WORK AS DEPICTED ON THE DRAWINGS. NECESSARY DISCONNECTS AND ALTERATIONS TO EXISTING MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS SHALL BE INCLUDED. PATCH AS REQUIRED ALL CONSTRUCTIONS TO REMAIN IN ACCORDANCE WITH THE CONTRACT DRAWINGS.
5. WHERE EXISTING BEARING WALLS/COLUMNS ARE SCHEDULED FOR DEMOLITION, PROVIDE TEMPORARY SHORING/BRACING AS REQUIRED TO SUPPORT EXISTING LOADS PRIOR TO STARTING DEMOLITION.
6. CONTRACTOR SHALL PROVIDE STAGING/DEMOLITION PLAN AND COORDINATE WITH DISTRICT ON SITE ACCESS DURING PRE-CONSTRUCTION MEETING.
7. WASTE MATERIALS AND RUBBISH FROM DEMOLITION OPERATIONS SHALL BE REMOVED FROM SITE AS RAPIDLY AS POSSIBLE AND SHALL NOT BE ALLOWED TO ACCUMULATE ON PREMISES. CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSAL OF ALL WASTE MATERIAL.
8. CONTRACTOR SHALL PROTECT EXISTING STRUCTURE, DUCTWORK, AND CEILING SYSTEMS SCHEDULED TO REMAIN. PATCH AND REPAIR ALL EXISTING SURFACES DAMAGED BY DEMOLITION AND/OR INSTALLATION OF NEW WORK, AS REQUIRED TO MATCH ADJACENT SURFACES AND TO RECEIVE NEW FINISHES.
9. REFER TO NON-ARCHITECTURAL SHEETS FOR ADDITIONAL DEMOLITION SCOPE.

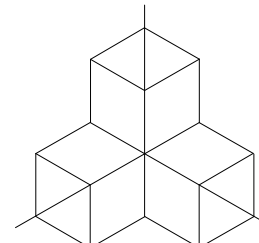
DEMOLITION NOTES

01	DEMOLISH (E) BREEZEWAY STRUCTURE
02	(E) BREEZEWAY STRUCTURE TO REMAIN
03	SITE DEMOLITION, SEE CIVIL DWGS, TYP.

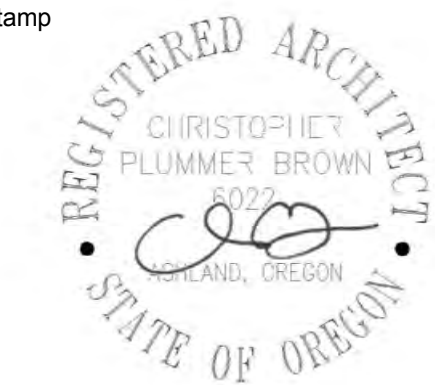
LEGEND

- WALL TO BE DEMOLISHED
- EXISTING WALL TO REMAIN
- SLAB TO BE DEMOLISHED
- AREA OF NO WORK (NOT IN CONTRACT)
- DOOR TO BE DEMOLISHED
- WINDOW TO BE DEMOLISHED





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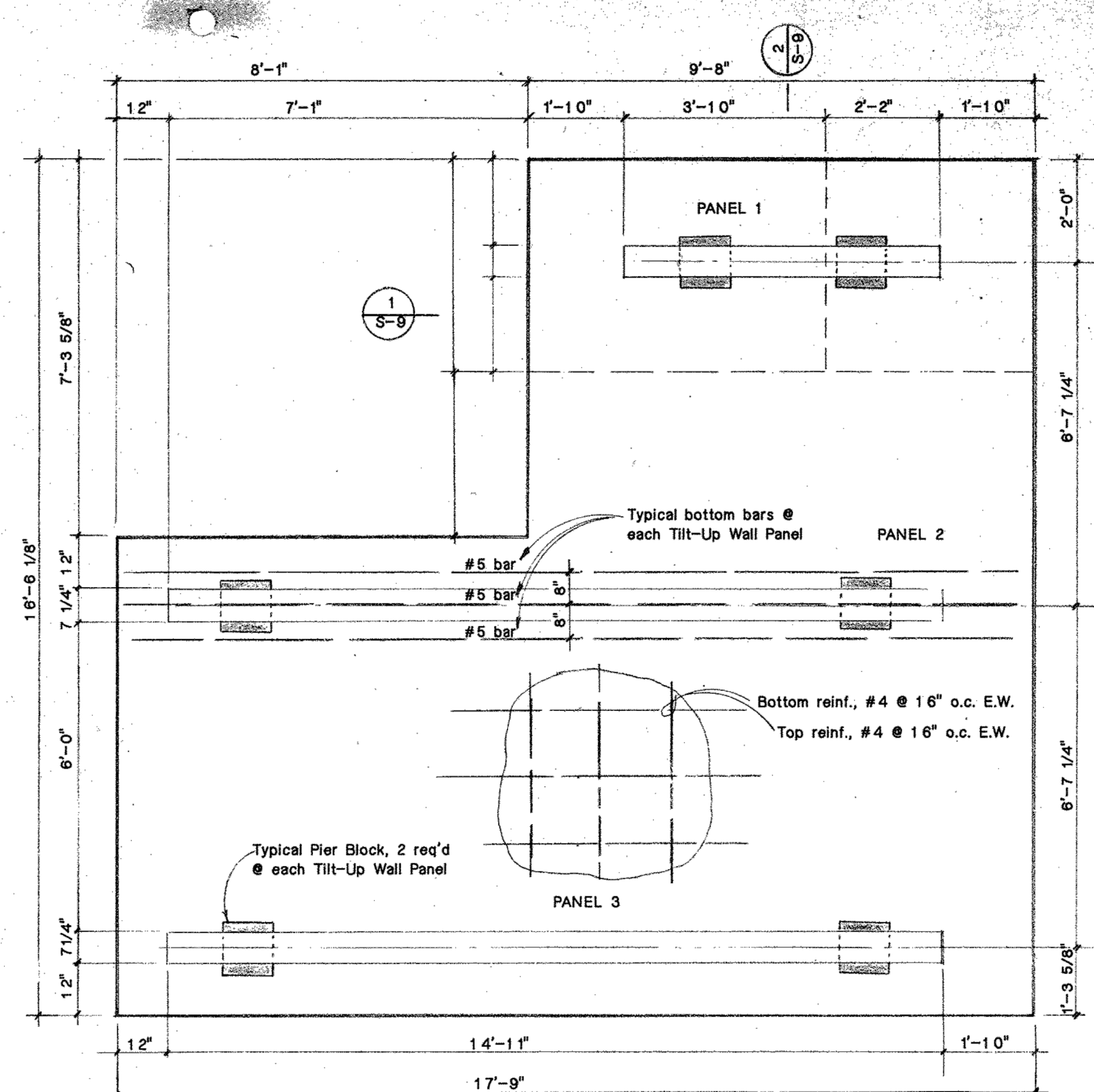
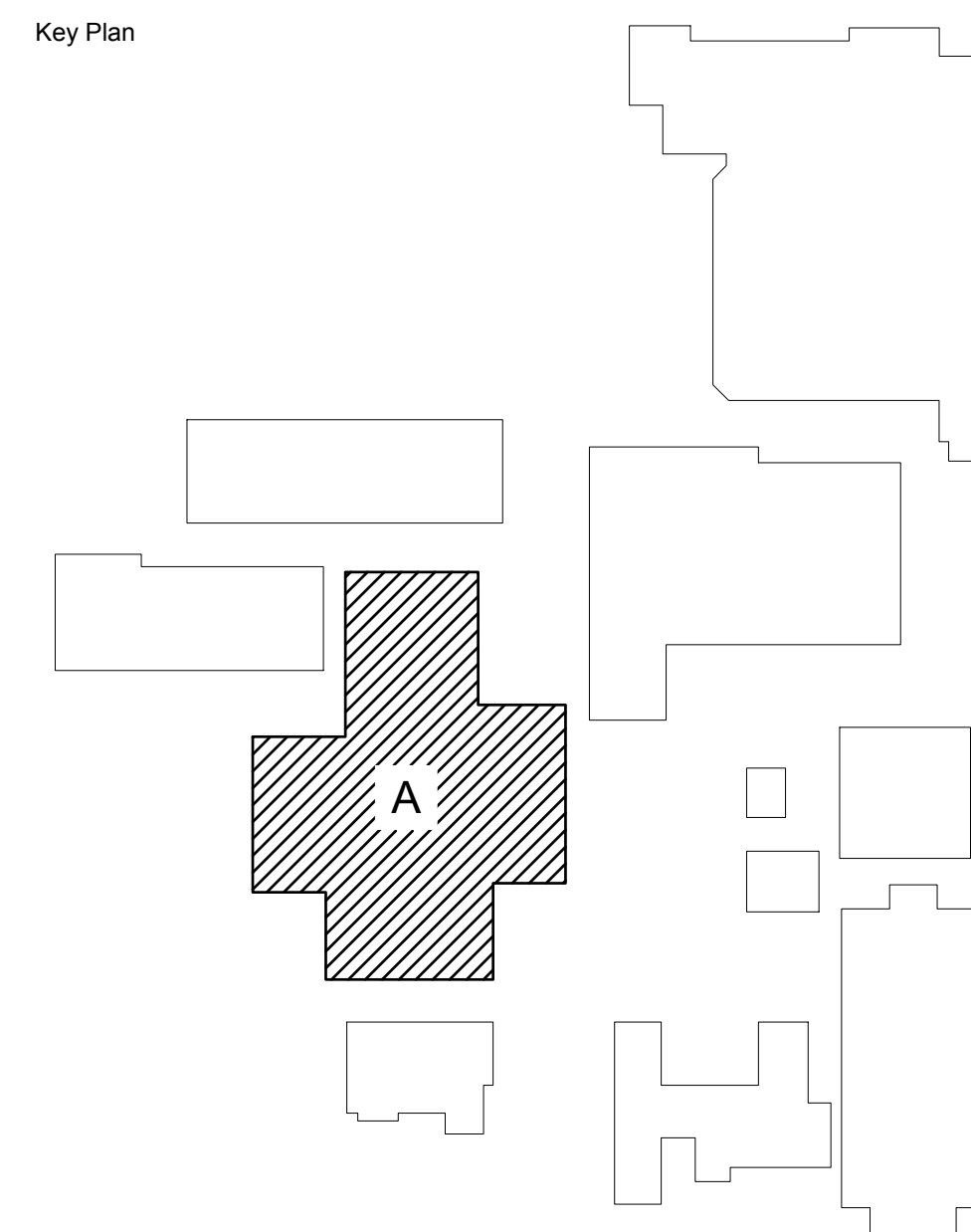
Drawing Title

BLDG A -
STAIR DEMOLITION

Sheet No.

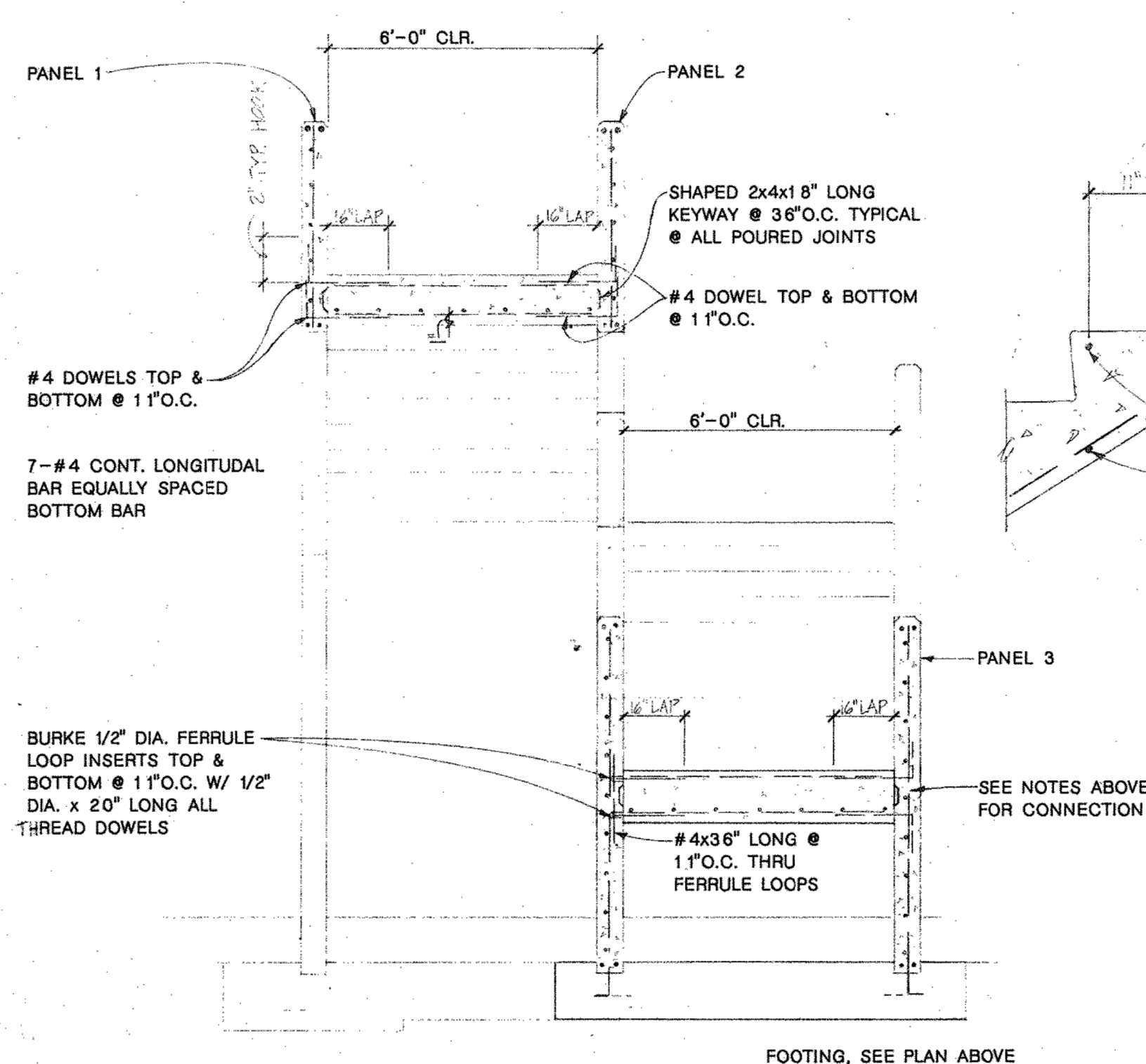
AD7.01

Key Plan



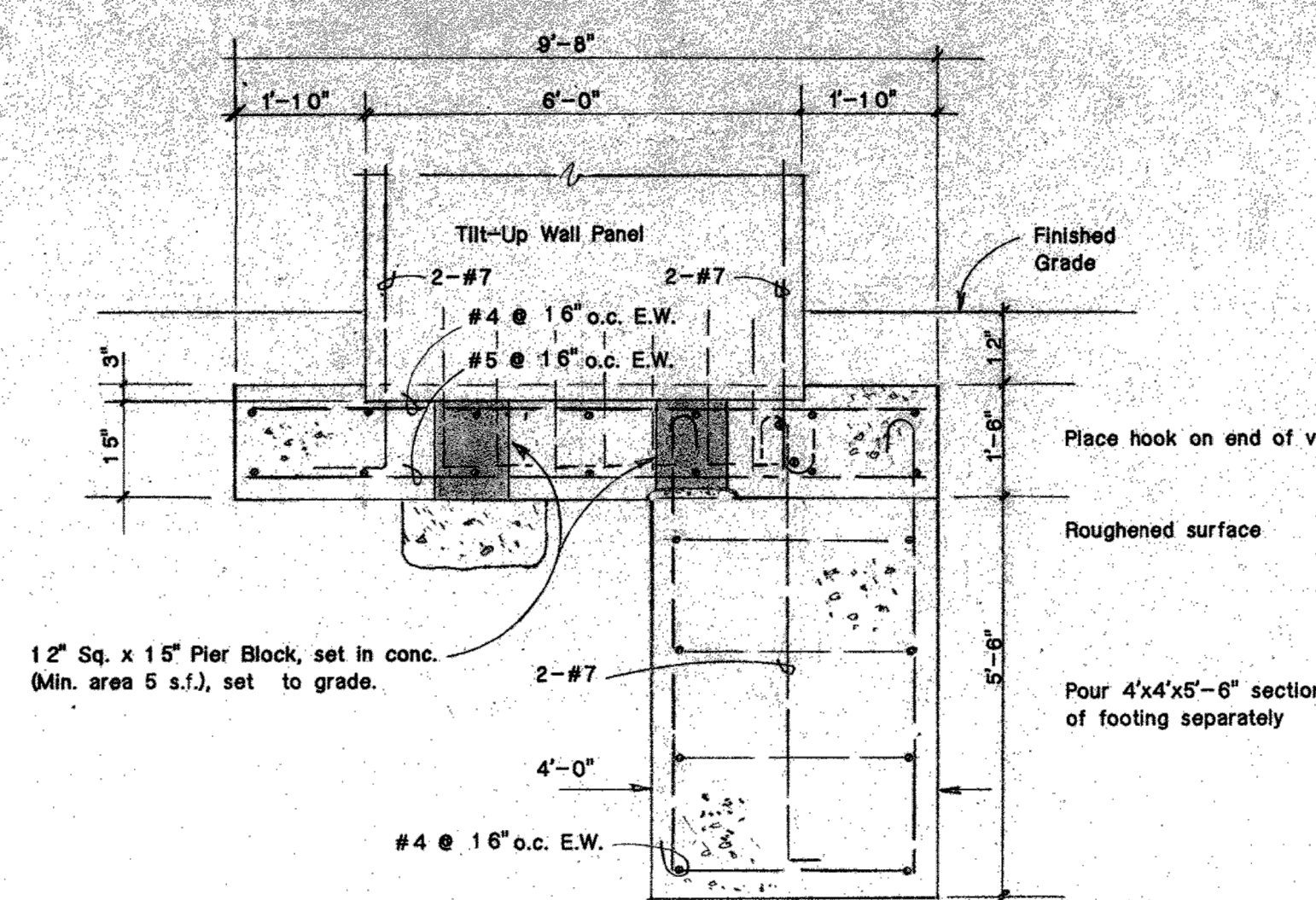
PLAN - STAIRS FOUNDATION

Scale: 1/2"=1'-0"



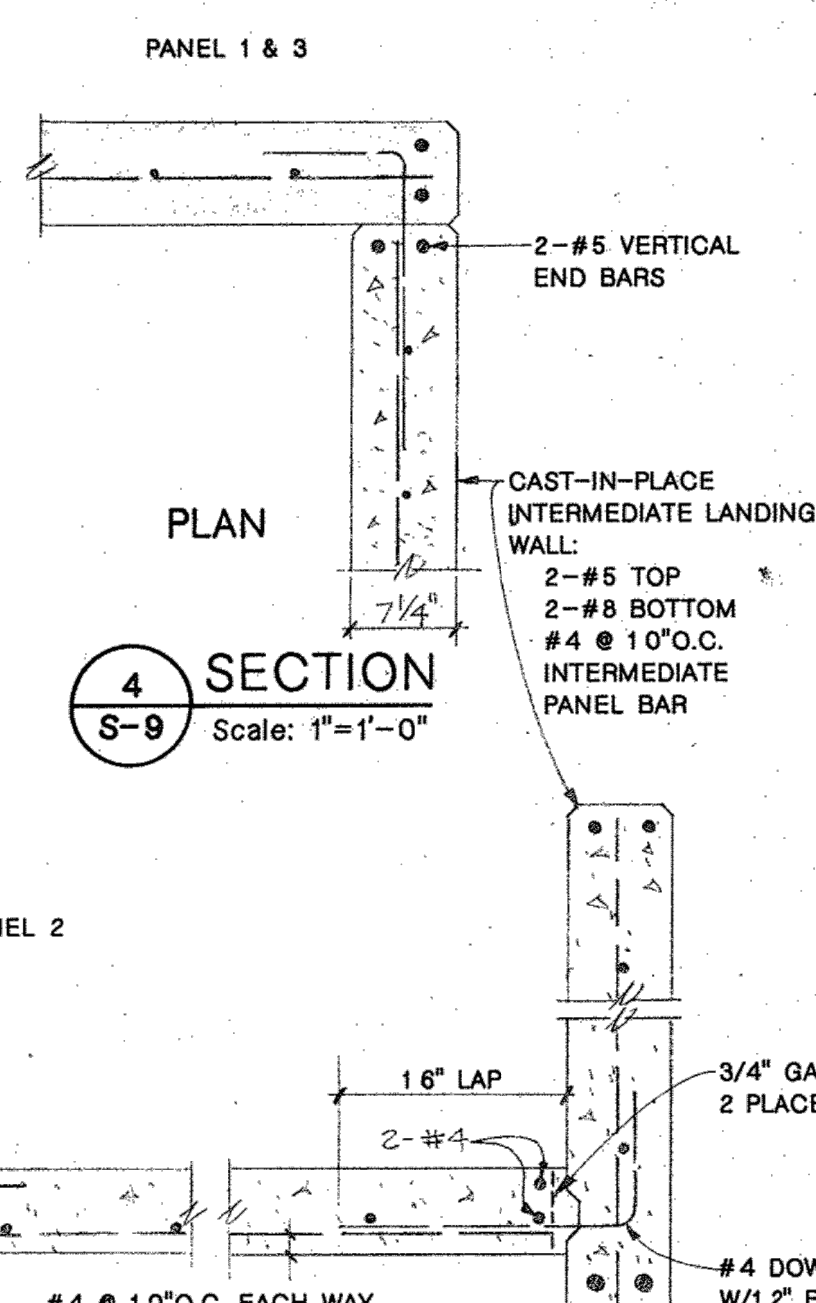
SECTION 3 THRU STAIRS

Scale: 3/8"=1'-0"



SECTION 1

Scale: 1/2"=1'-0"

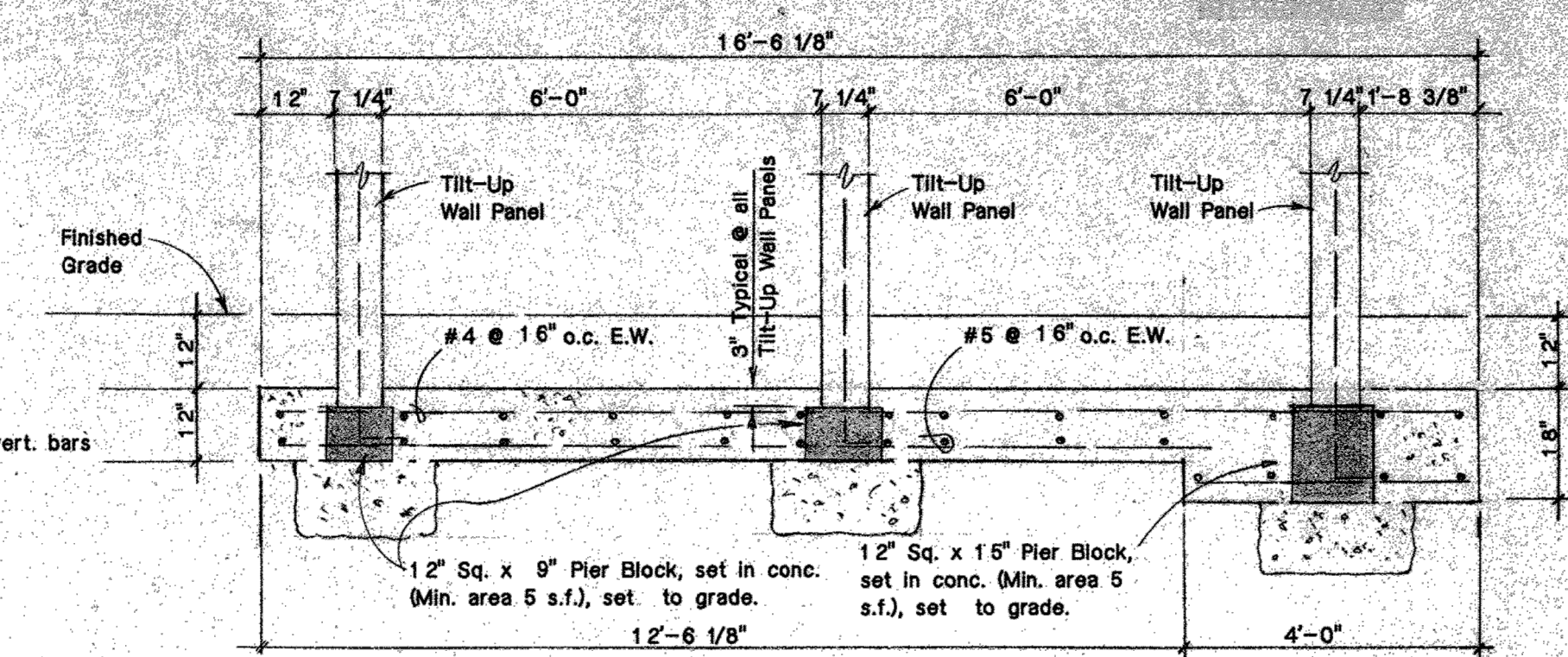


SECTION 4

Scale: 1"=1'-0"

SECTION 5

Scale: 1"=1'-0"



SECTION 2

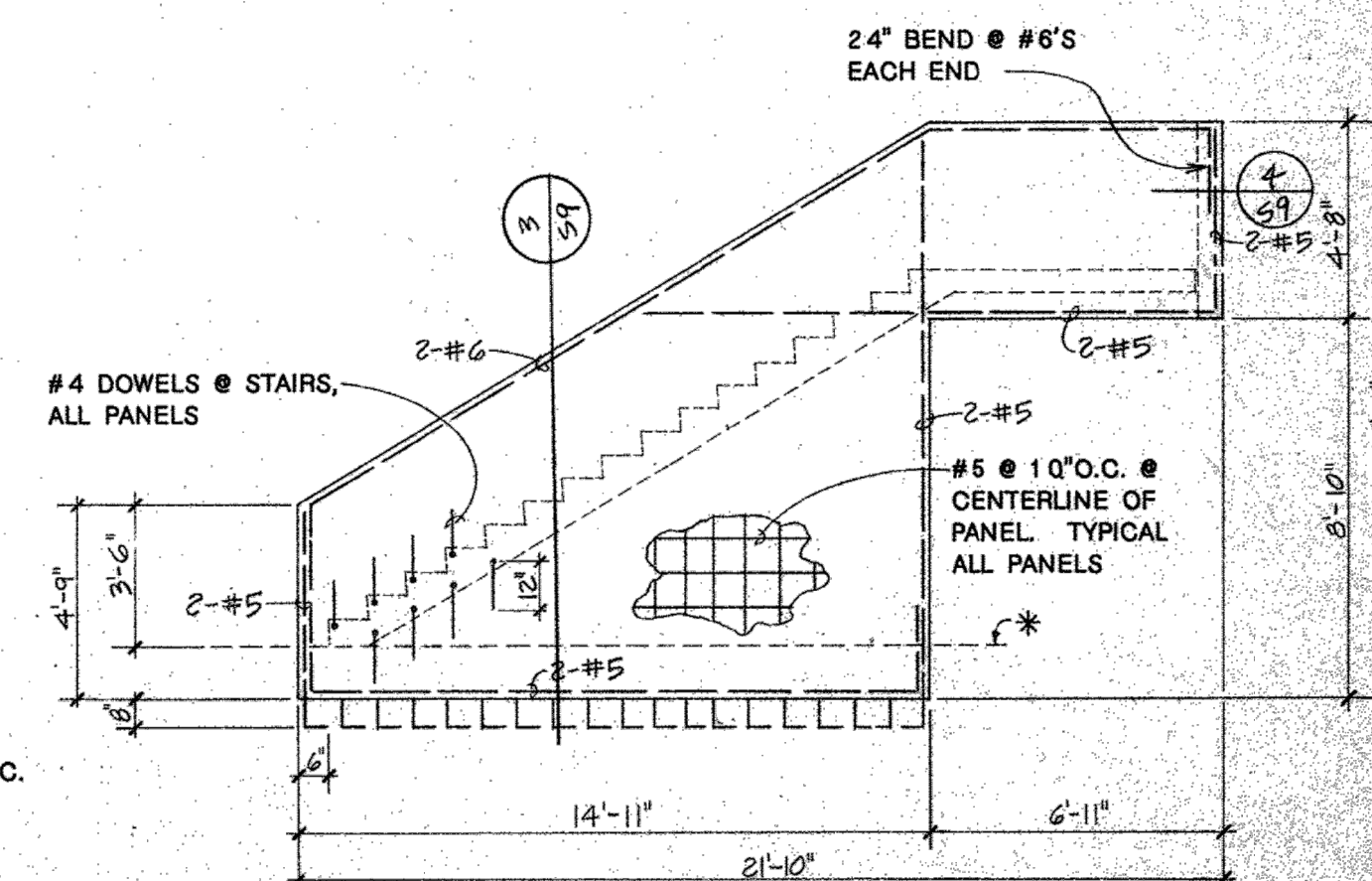
Scale: 1/2"=1'-0"

PANEL 1

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

PANEL 2

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

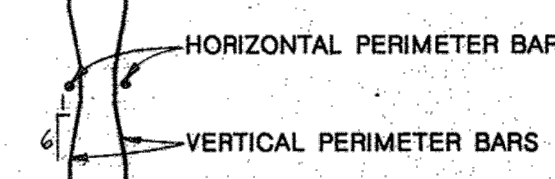


PANEL 3

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

PANEL NOTES

- ALL PERIMETER BARS SHALL LAP 24" @ CORNERS.
- AT ALL PERIMETER BARS INTERSECTION CROSSING VERTICAL BARS SHALL BE SHOP BENT TO PROVIDE REQUIRED BAR CLEARANCE. MAXIMUM HORIZONTAL DISPLACEMENT SHALL BE 1 INCH TO 6 INCHES VERTICAL LENGTH.
- SEE ARCHITECTURAL DRAWINGS FOR REVEALS CHAMFERS, RAILS, MISC. FRAMING DETAILS, ETC.



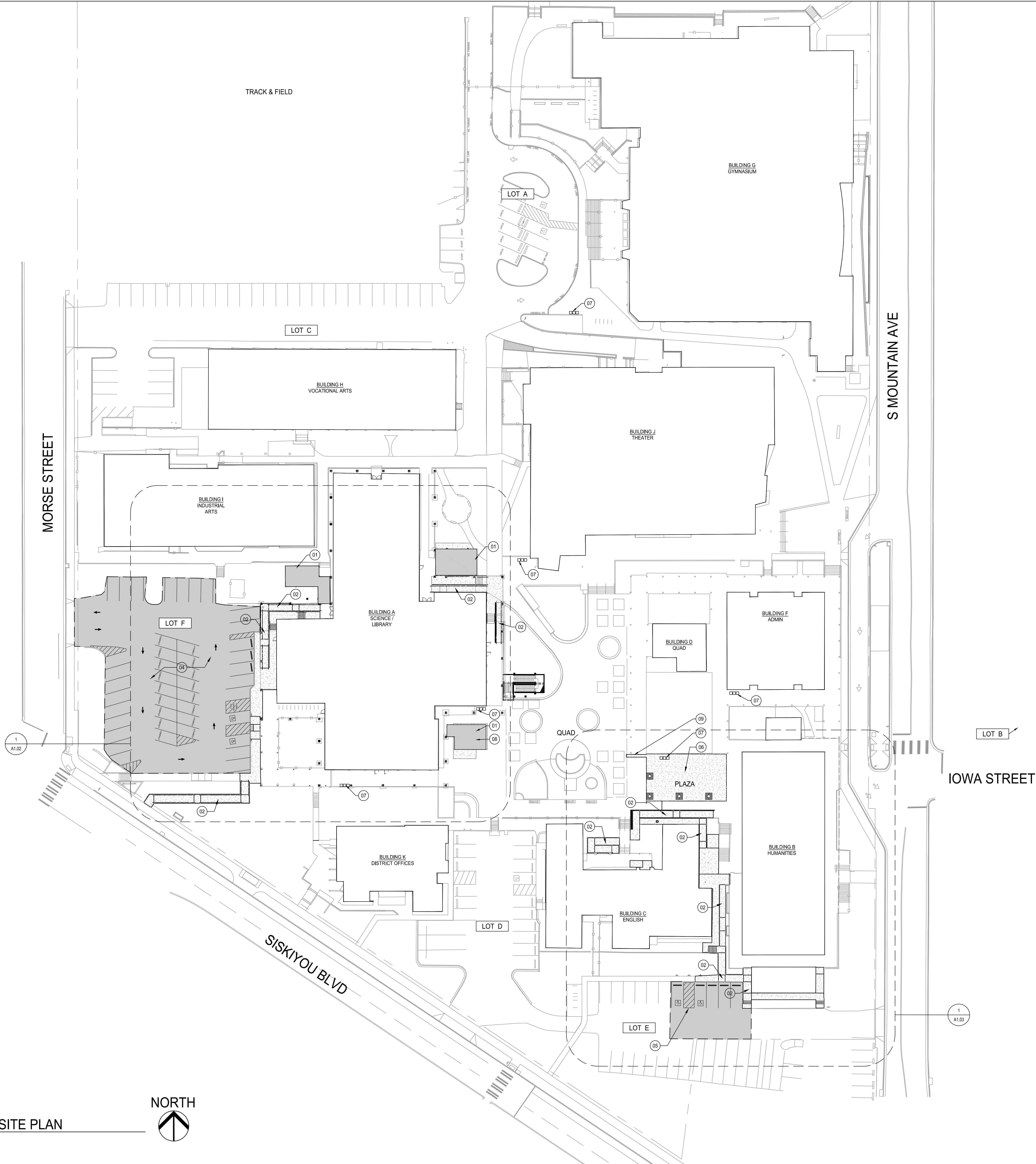
1 ORIGINAL STRUCTURAL PLANS - EXTERIOR STAIRS

NOT TO SCALE

DATE: 04/15/22
FILE PATH: 19-031
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1 ARCHITECTURAL SITE PLAN

1"=30'



SHEET NOTES

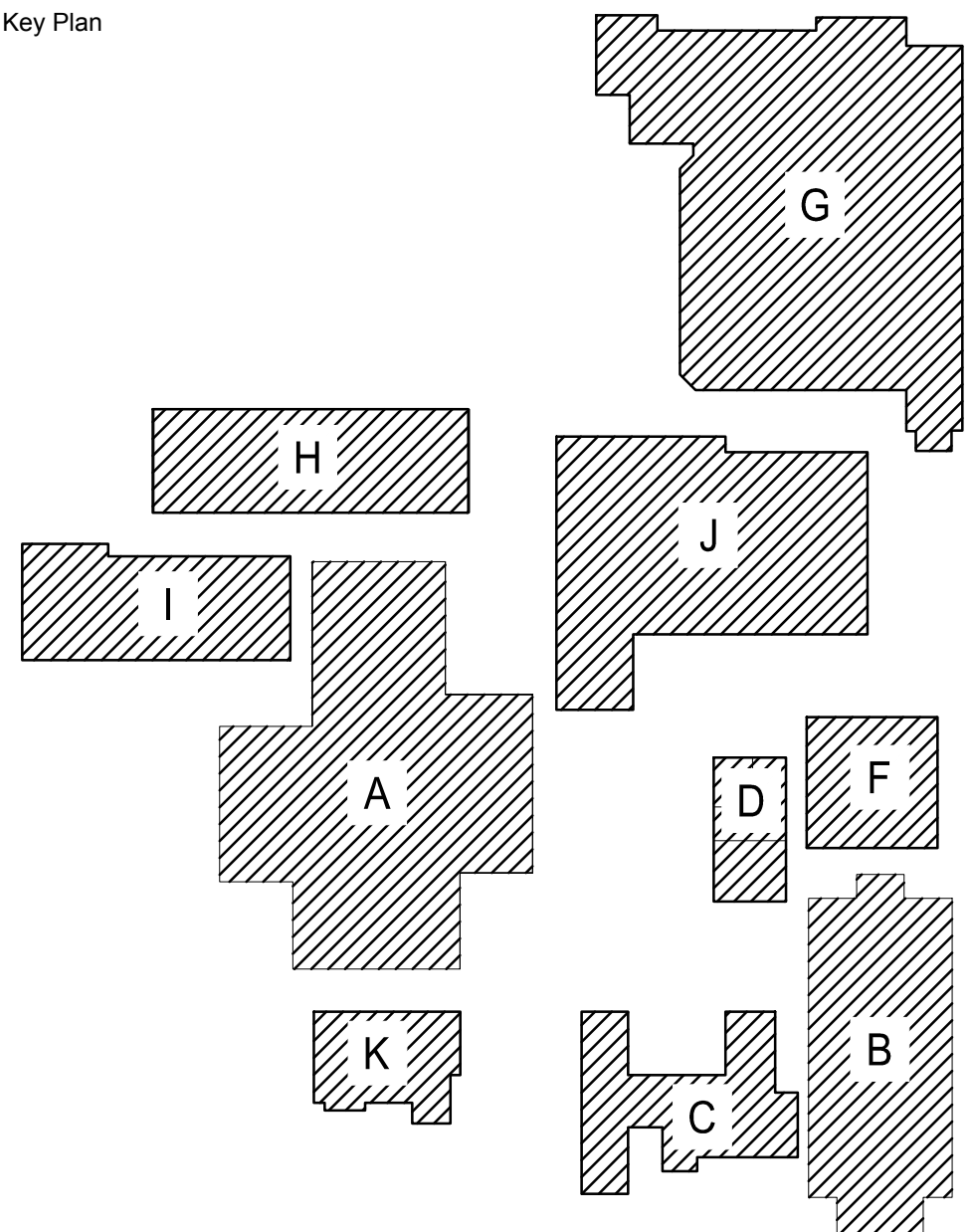
1. SEE CIVIL DRAWINGS FOR ALL FINISHED GRADES, SITE DRAINAGE, AND SITE IMPROVEMENTS.
2. SEE CIVIL, ELECTRICAL, AND PLUMBING DRAWINGS FOR LOCATION AND ELEVATION OF ALL UTILITY CONNECTIONS.
3. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
4. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE OWNER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE APPROPRIATE CITY AND STATE REGULATIONS.
5. ALL PAVING, CONCRETE CURB, GUTTER AND SIDEWALK SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY. SEE ARCHITECTURAL AND CIVIL DRAWINGS FOR ADDITIONAL HARDSCAPE APPLICATIONS.
6. CLEARED MATERIALS SHALL BE REMOVED FROM PROJECT SITE.
7. PROTECT AND MAINTAIN BENCHMARKS AND SURVEY CONTROL POINTS FROM DISTURBANCE DURING CONSTRUCTION.
8. THE INTENT OF THE PROPOSED CONSTRUCTION IS TO PRESERVE AS MUCH OF THE EXISTING PAVEMENT, CURB, GUTTER AND SIDEWALK AS POSSIBLE. PROTECT EXISTING SITE IMPROVEMENTS TO REMAIN FROM DAMAGE DURING CONSTRUCTION.
9. EXISTING FIRE ACCESS TO THE SITE ARE TO REMAIN - WORK UNDER THIS PROJECT WILL NOT ALTER EXISTING FIRE ACCESS PATHWAYS.

KEYNOTES

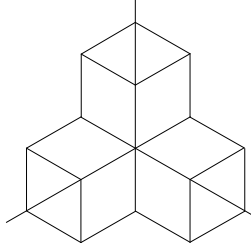
01 (N) EXTERIOR METAL STAIRCASE, SEE A&1.01
02 (N) ADA RAMP; REF. CIVIL DWGS
03 (N) CONCRETE STAIRS; REF. CIVIL DWGS
04 REPAVED PARKING AREA; REF. CIVIL DWGS
05 (N) ADA PARKING STALLS; REF. CIVIL DWGS
06 (N) INFILLED PLAZA; REF. CIVIL DWGS
07 (N) TRASH AND RECYCLING BINS; SEE DETAILS 7/A1.11 AND 8/A1.11
08 (N) BICYCLE RACKS & SKATEBOARD LOCKERS
09 TERMINATE (E) WALKWAY CANOPY IN LINE WITH BUILDING WALL, FINISH TO MATCH EX.

SHEET LEGEND

	EXISTING BUILDING
	AREA OF NEW CONSTRUCTION

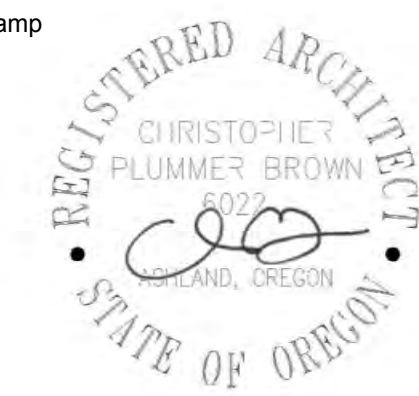


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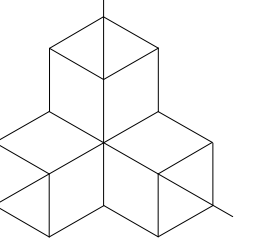
ARCHITECTURAL
SITE PLAN

Sheet No

A1.01

Ashland School District
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201 S MOUNTAIN AVENUE, ASHLAND OR 97520





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201 S MOUNTAIN AVENUE, ASHLAND OR 97520



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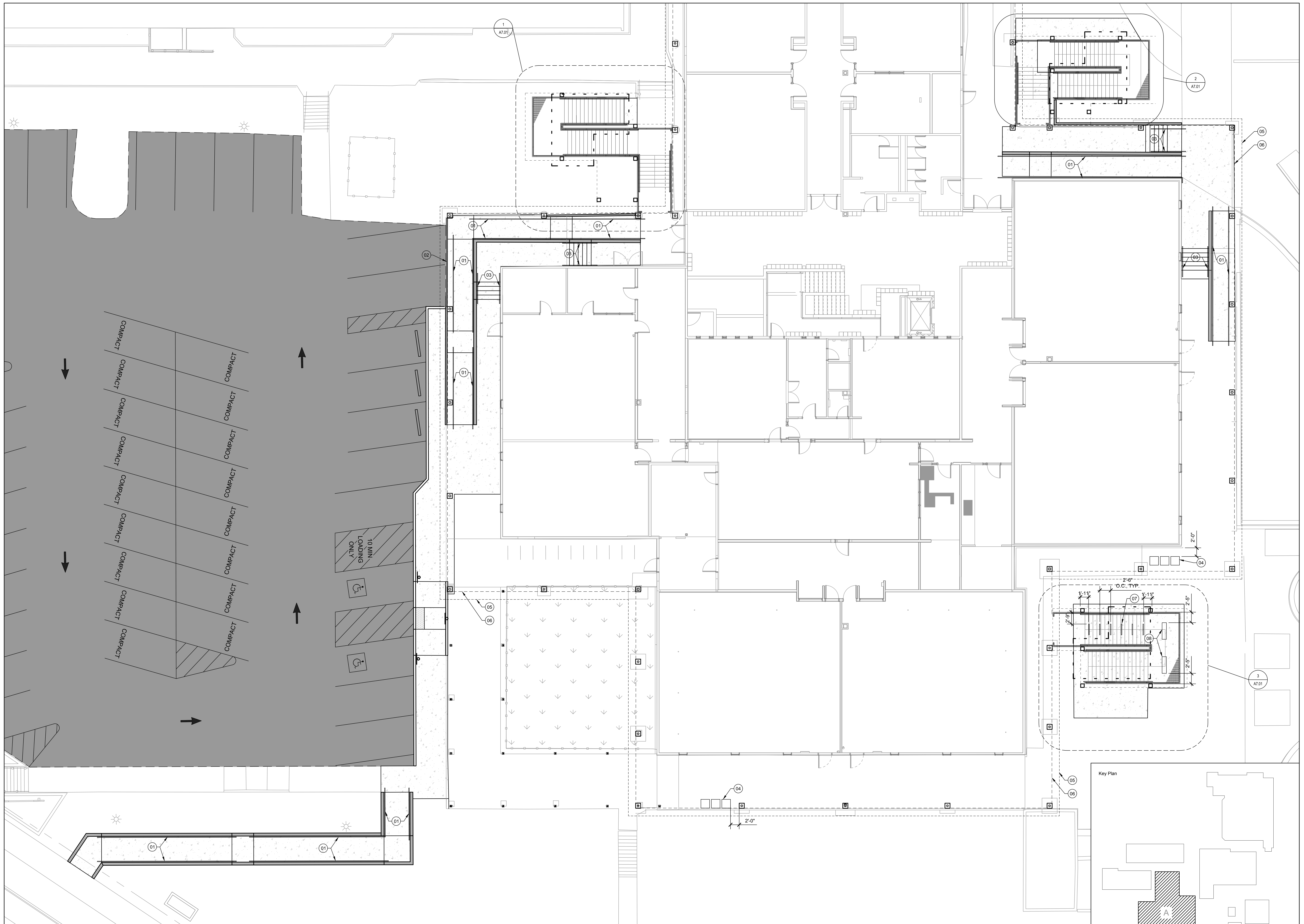
19-031

Drawing Title

ENLARGED SITE PLAN
PLAN - WEST

Sheet No.

A1.02



SHEET NOTES

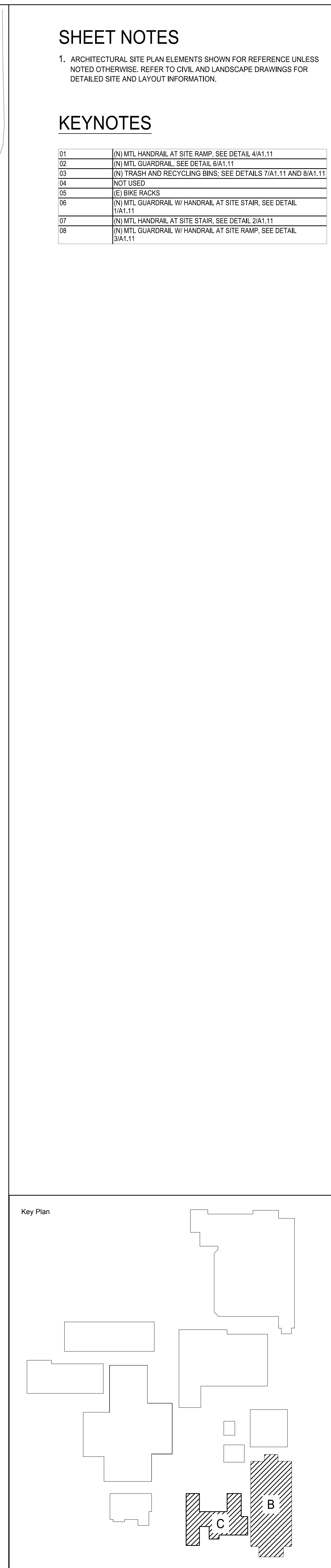
1. ARCHITECTURAL SITE PLAN SHOWN FOR REFERENCE ONLY. REFER TO CIVIL AND LANDSCAPE DRAWINGS FOR SPECIFIC SITE INFORMATION.

KEYNOTES

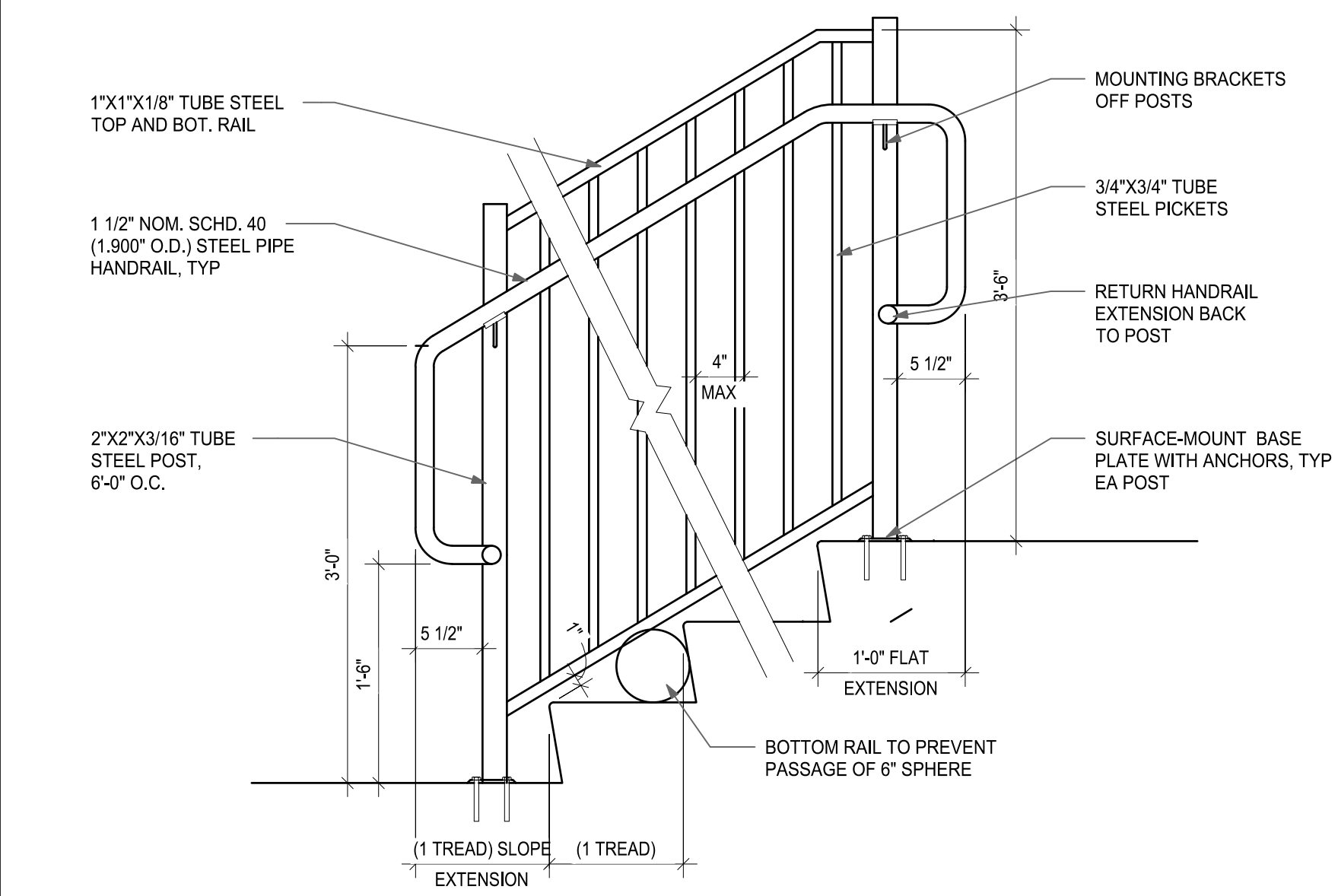
01	(N) MTL HANDRAIL AT SITE RAMP. SEE DETAIL 4/A1.11
02	(N) MTL GUARDRAIL. SEE DETAIL 6/A1.11
03	(N) MTL HANDRAIL AT SITE STAIR. SEE DETAIL 2/A1.11
04	(N) TRASH AND RECYCLING BINS. SEE DETAILS 7/A1.11 AND 8/A1.11
05	(E) OVERHEAD ROOF LINE
06	(E) OVERHEAD COUNSELING LEVEL FLOOR PERIMETER
07	(N) BICYCLE RACKS BENEATH STAIRCASE
08	(N) SKATEBOARD LOCKERS BENEATH STAIRCASE

1 ENLARGED SITE PLAN
1/8" = 1'-0"

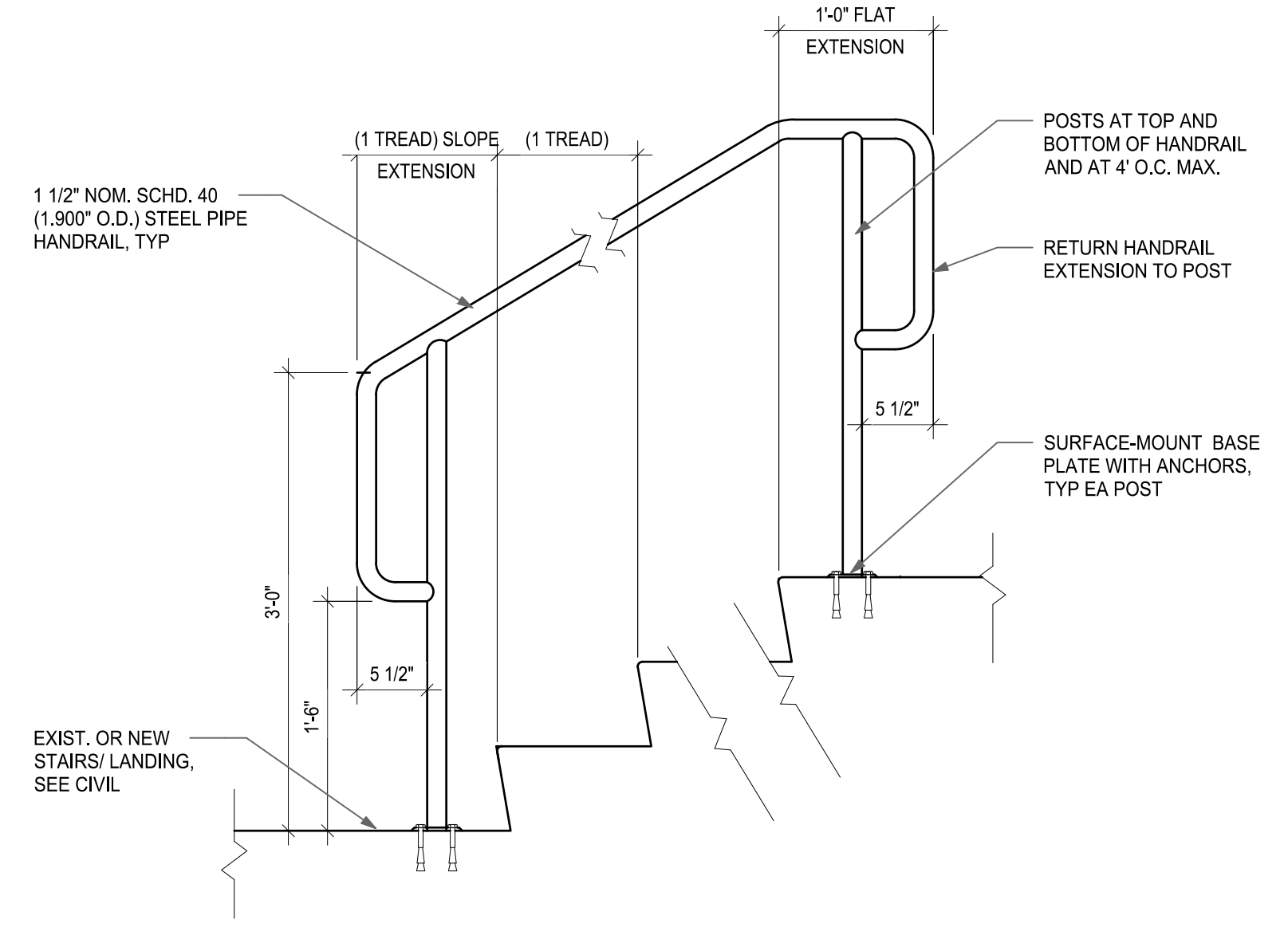




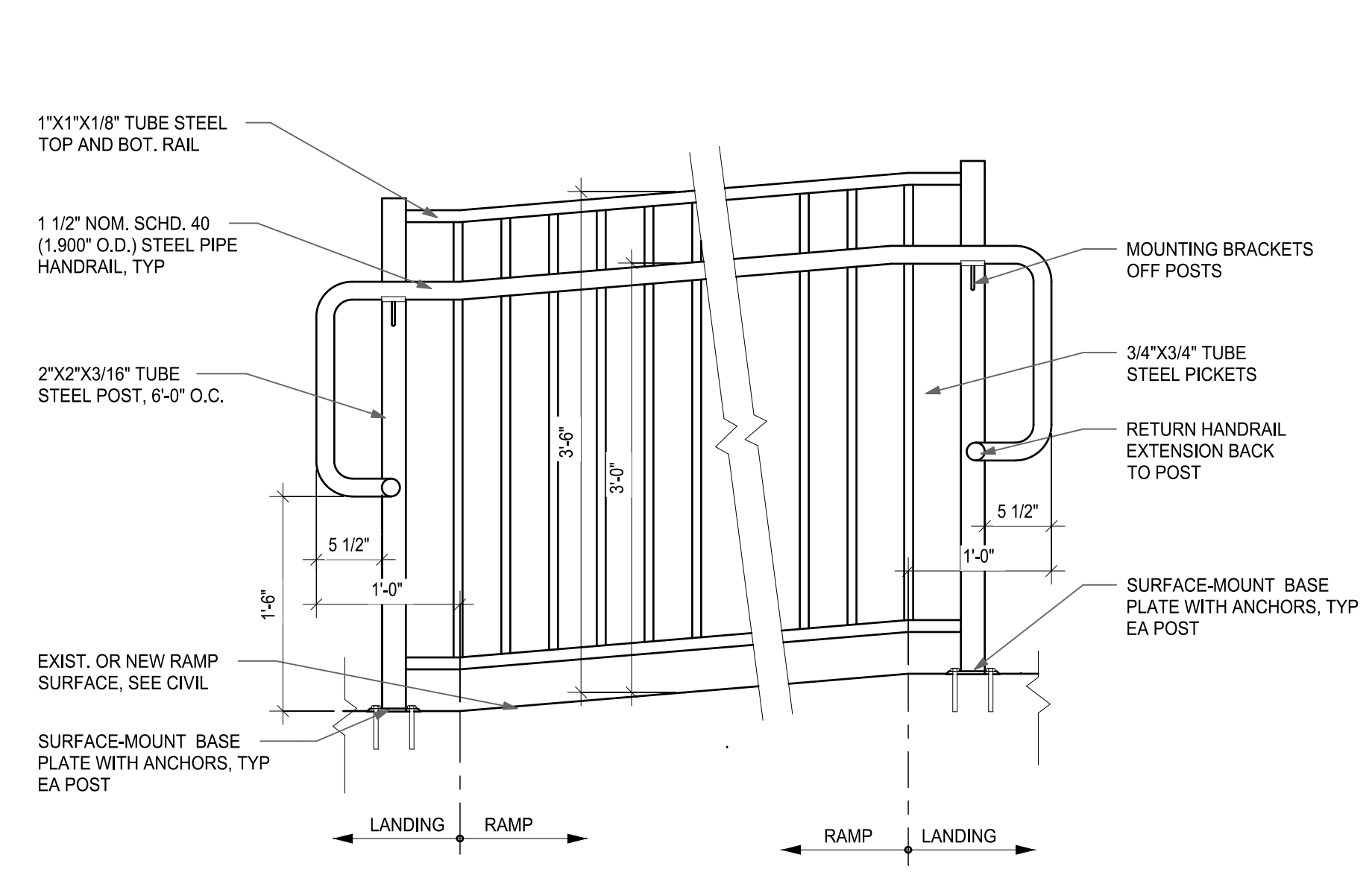
A1.03



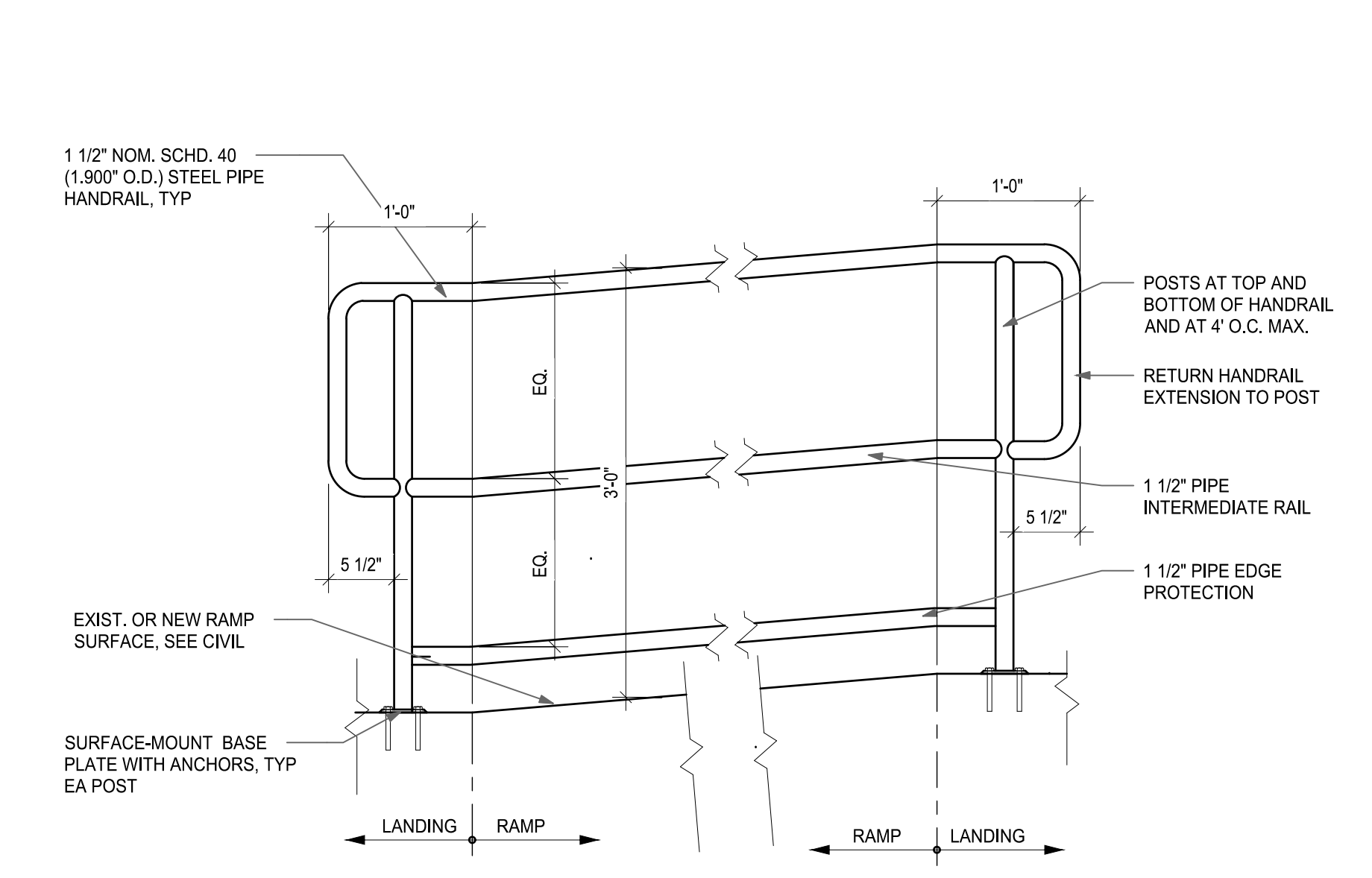
1 TYP. GUARDRAIL AT SITE STAIR
1" = 1'-0"



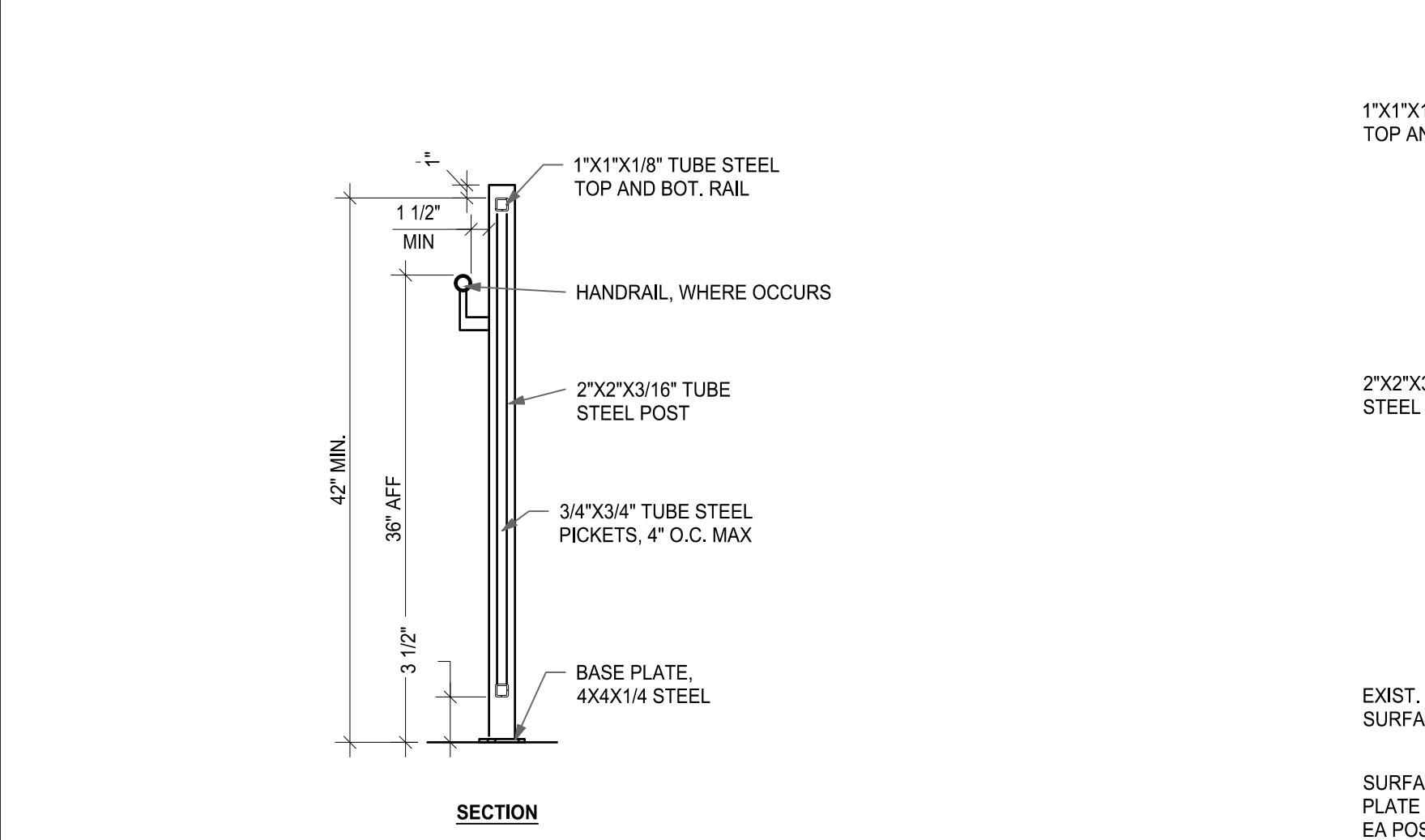
2 TYP. HANDRAIL AT SITE STAIR
1" = 1'-0"



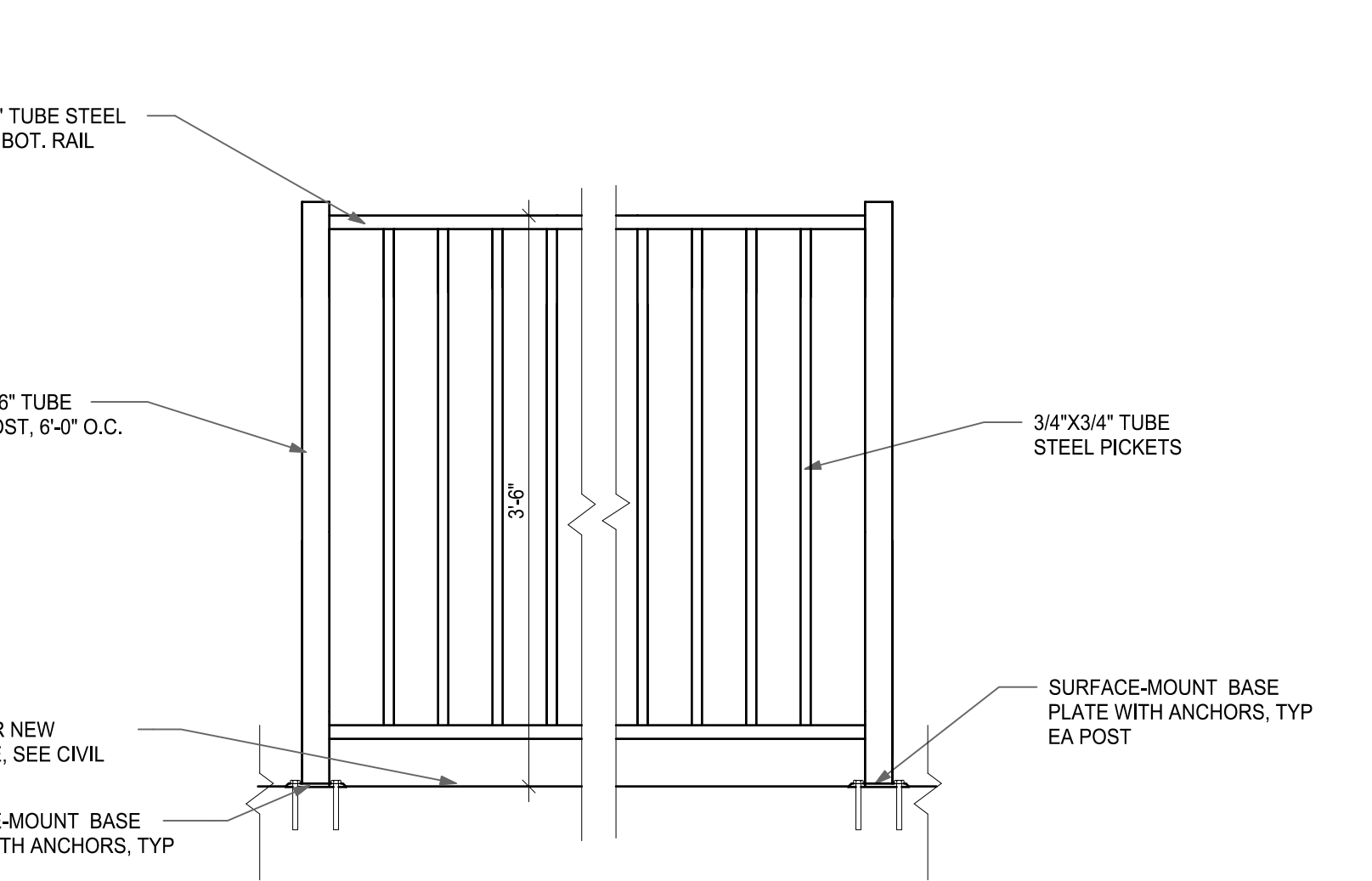
3 TYP. GUARDRAIL AT SITE RAMP
1" = 1'-0"



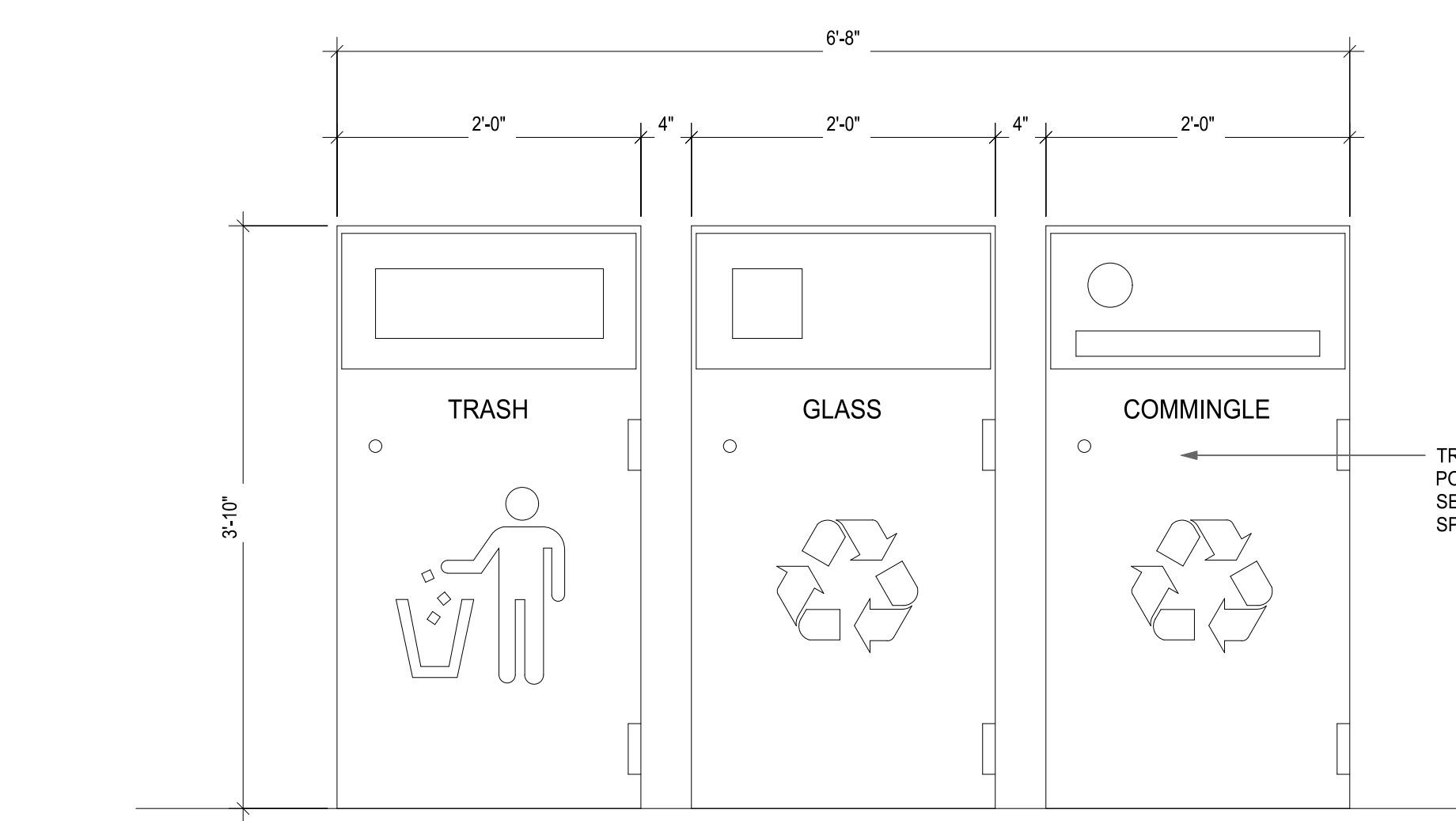
4 TYP. HANDRAIL AT SITE RAMP
1" = 1'-0"



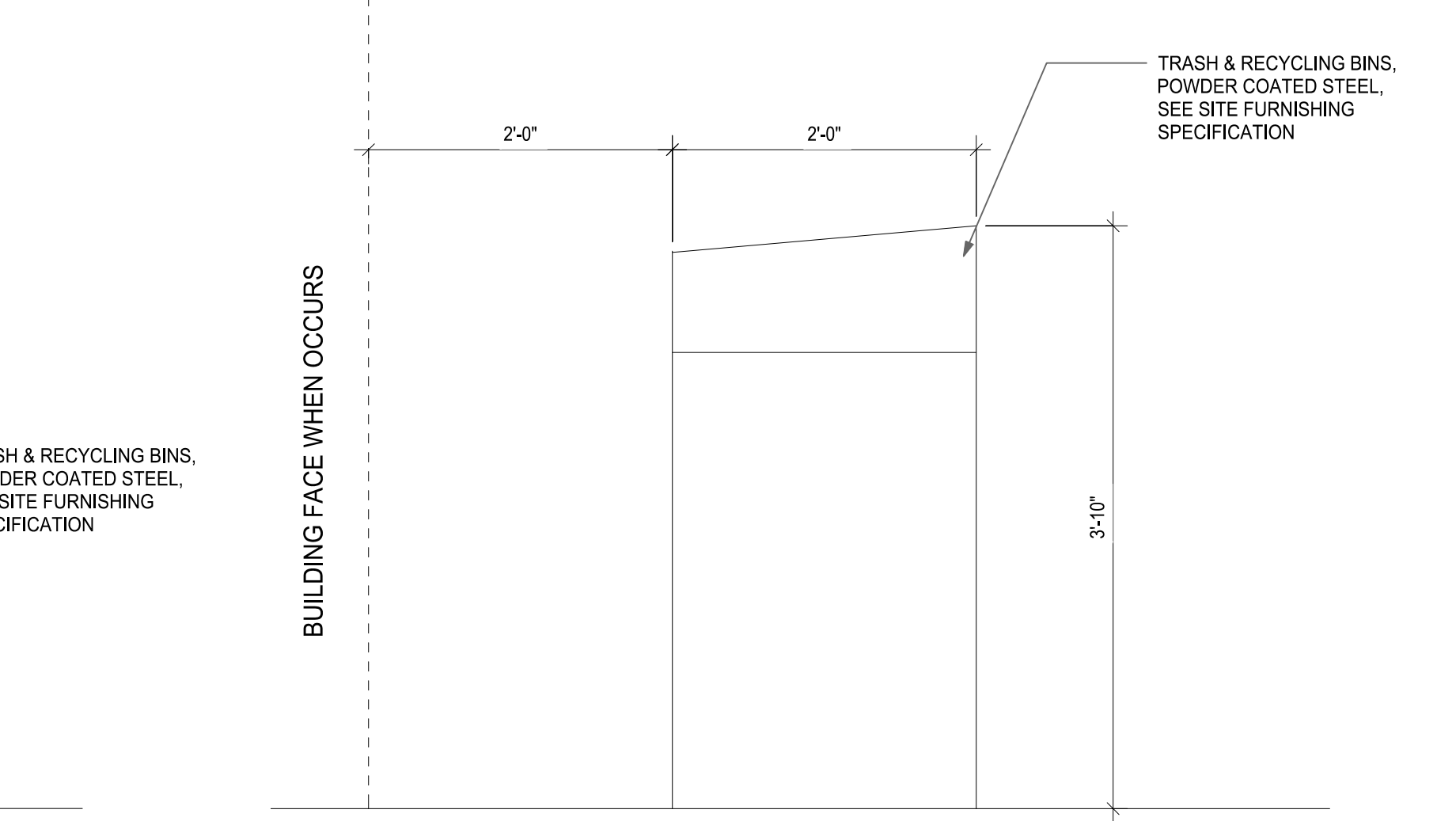
5 TYP. SITE GUARDRAIL SECTION
1" = 1'-0"



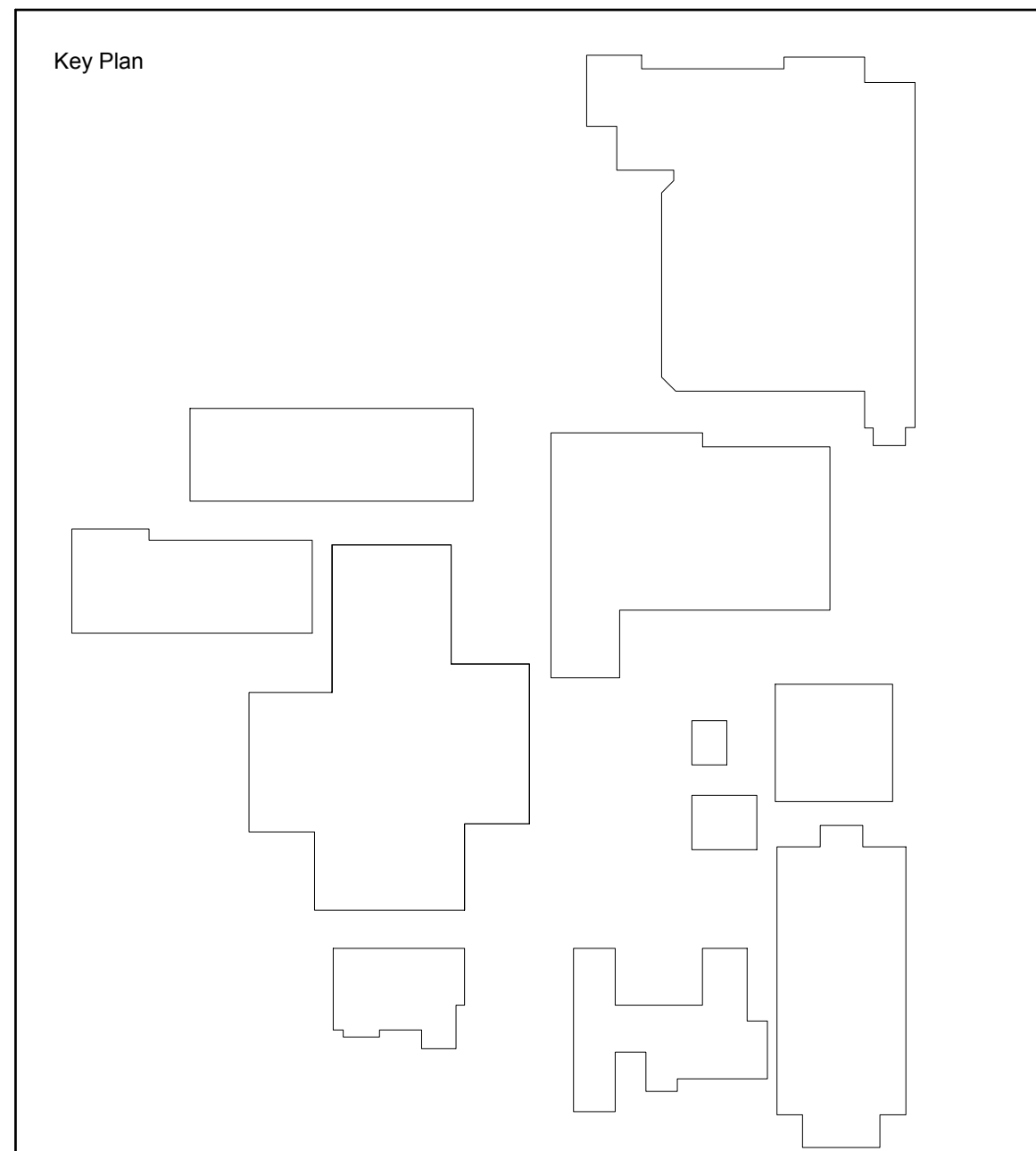
6 TYP. GUARDRAIL
1" = 1'-0"



7 TRASH & RECYCLING - FRONT ELEVATION
1" = 1'-0"



8 TRASH & RECYCLING - SIDE ELEVATION
1" = 1'-0"



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REGISTERED ARCHITECT
CHRISTOPHER
PLUMMER-BROWN
ASHLAND, OREGON
STATE OF OREGON

Ashland School District
Ashland High School Modernization
201 S MOUNTAIN AVENUE, ASHLAND OR 97520

Project

Consultant

Revisions	No.	Description	Date
Date	04/15/22		
Job No.	19-031		
Drawn By	Author		
Checked By	Checker		

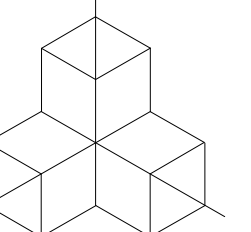
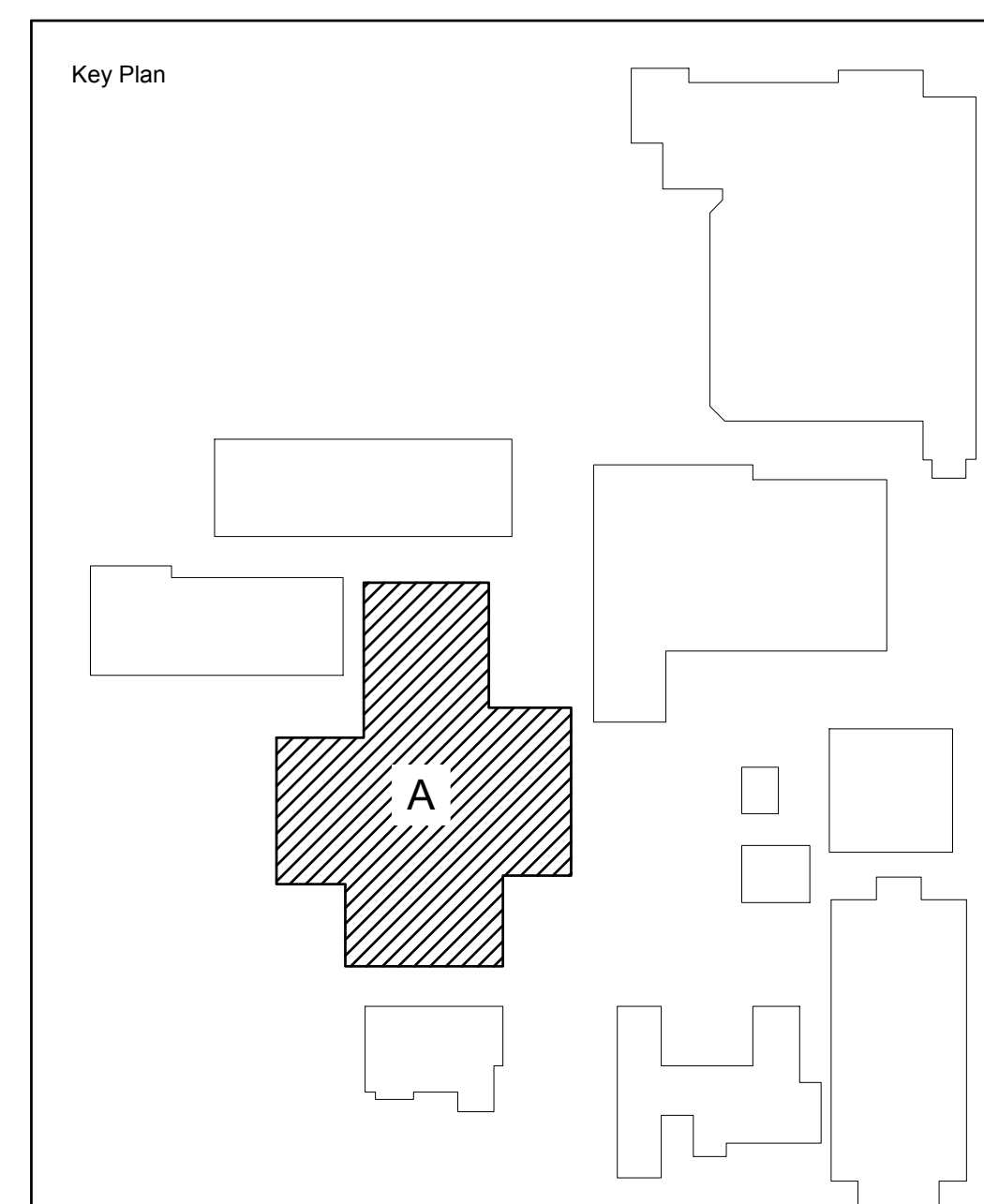
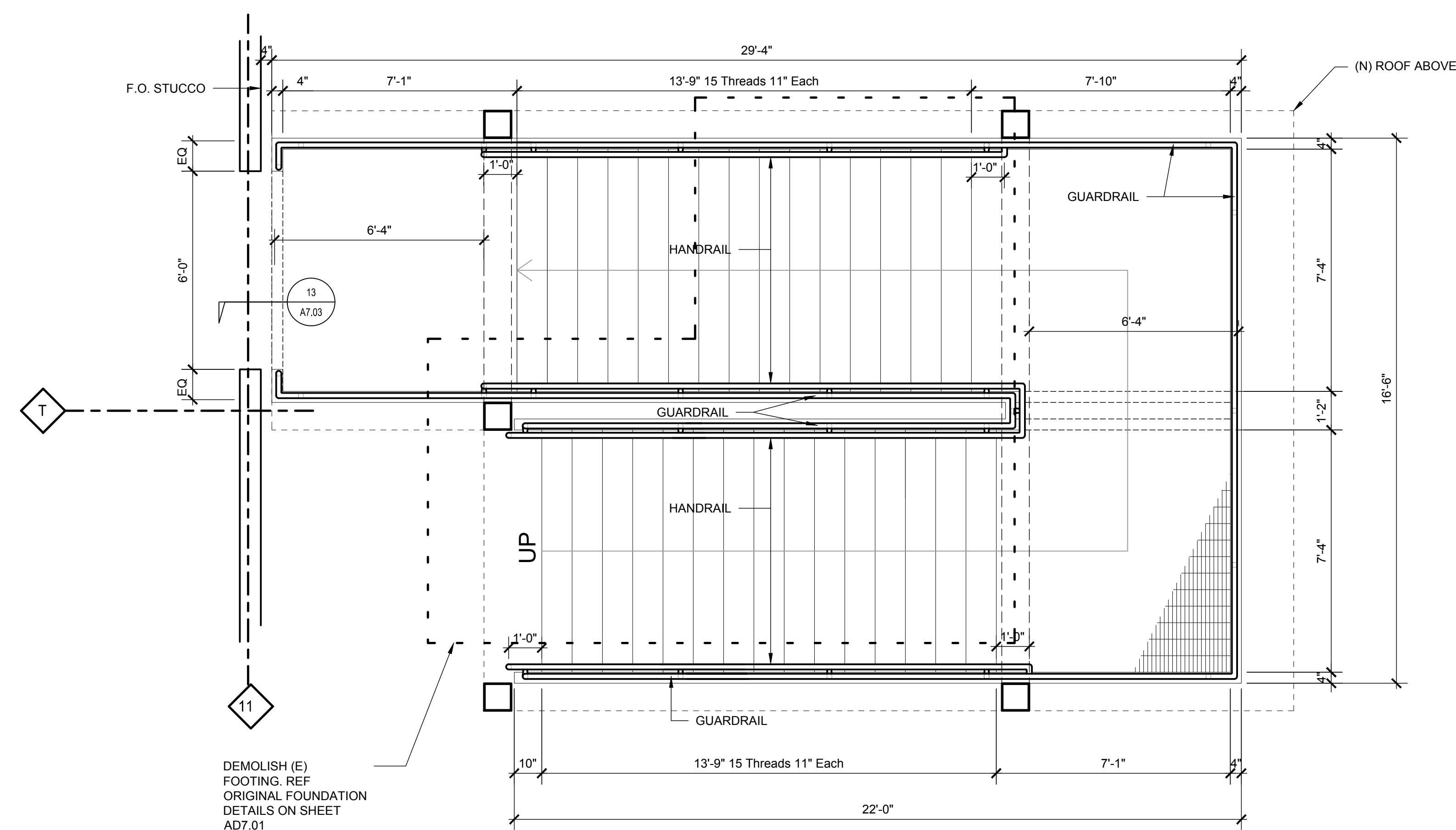
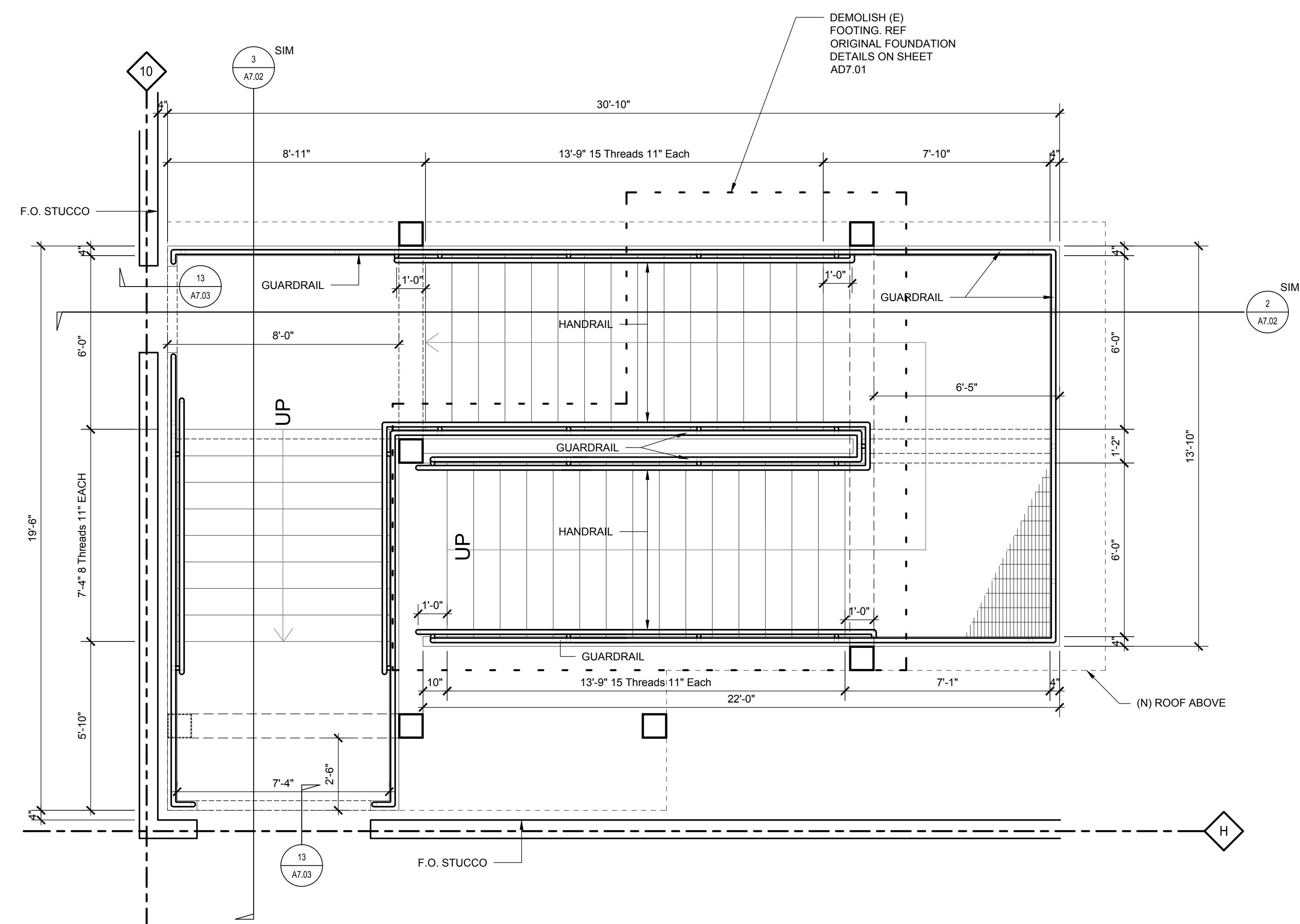
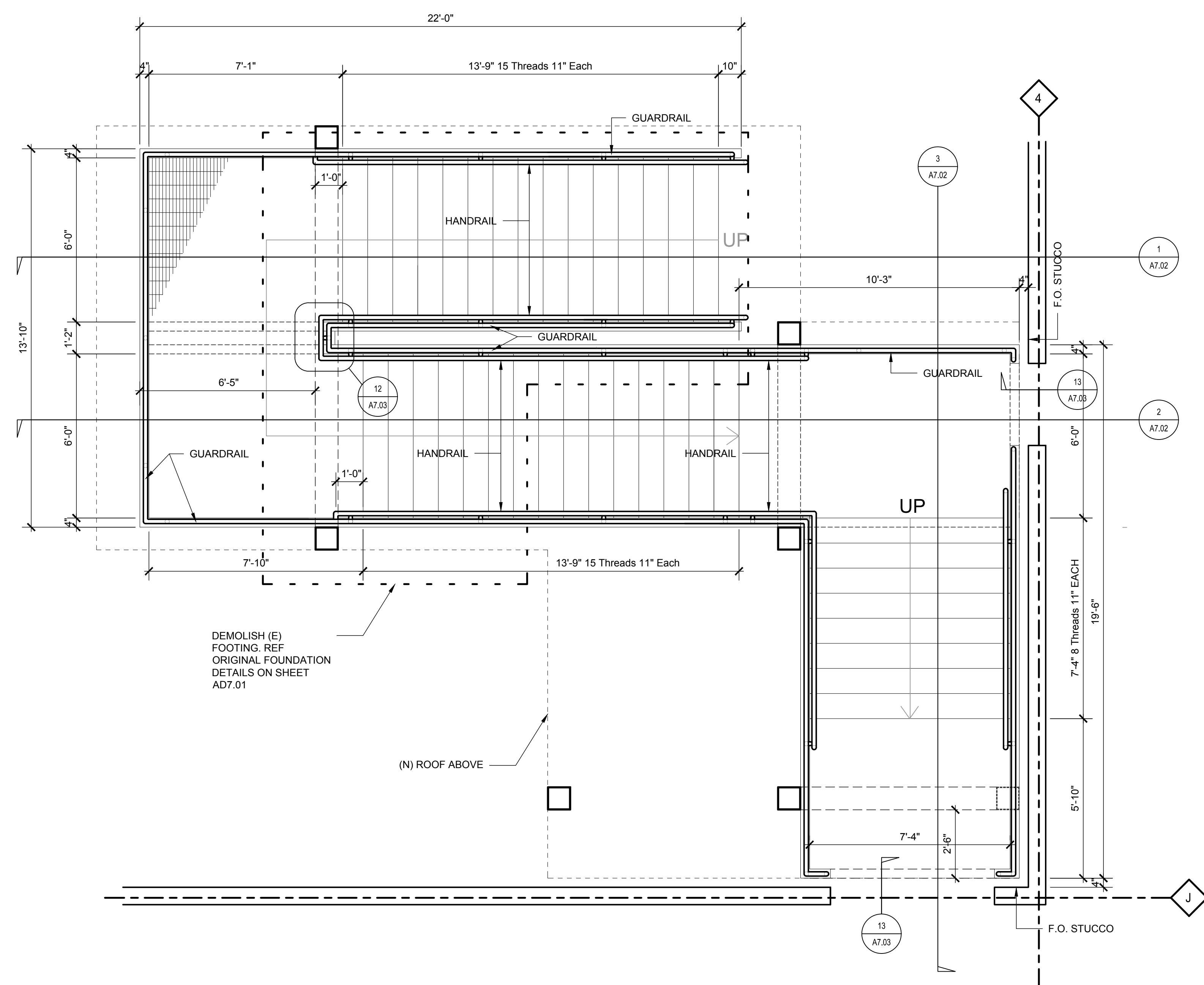
BID SET

Date
04/15/22

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19-031

Drawing Title
SITE DETAILS

Sheet No
A1.11



426 a street
ashland, or 97520
el: 541.591.9988



Ashtland High School Modernization
201 S MOUNTAIN AVENUE, ASHLAND OR 97520



10/2/01

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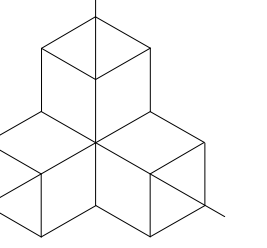
19-031

Drawing Title

**BLDG A -
NEW STL STAIRS
ENLARGED PLANS**

Sheet No

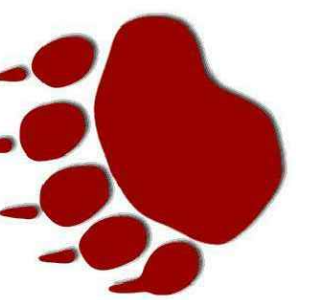
A7.01



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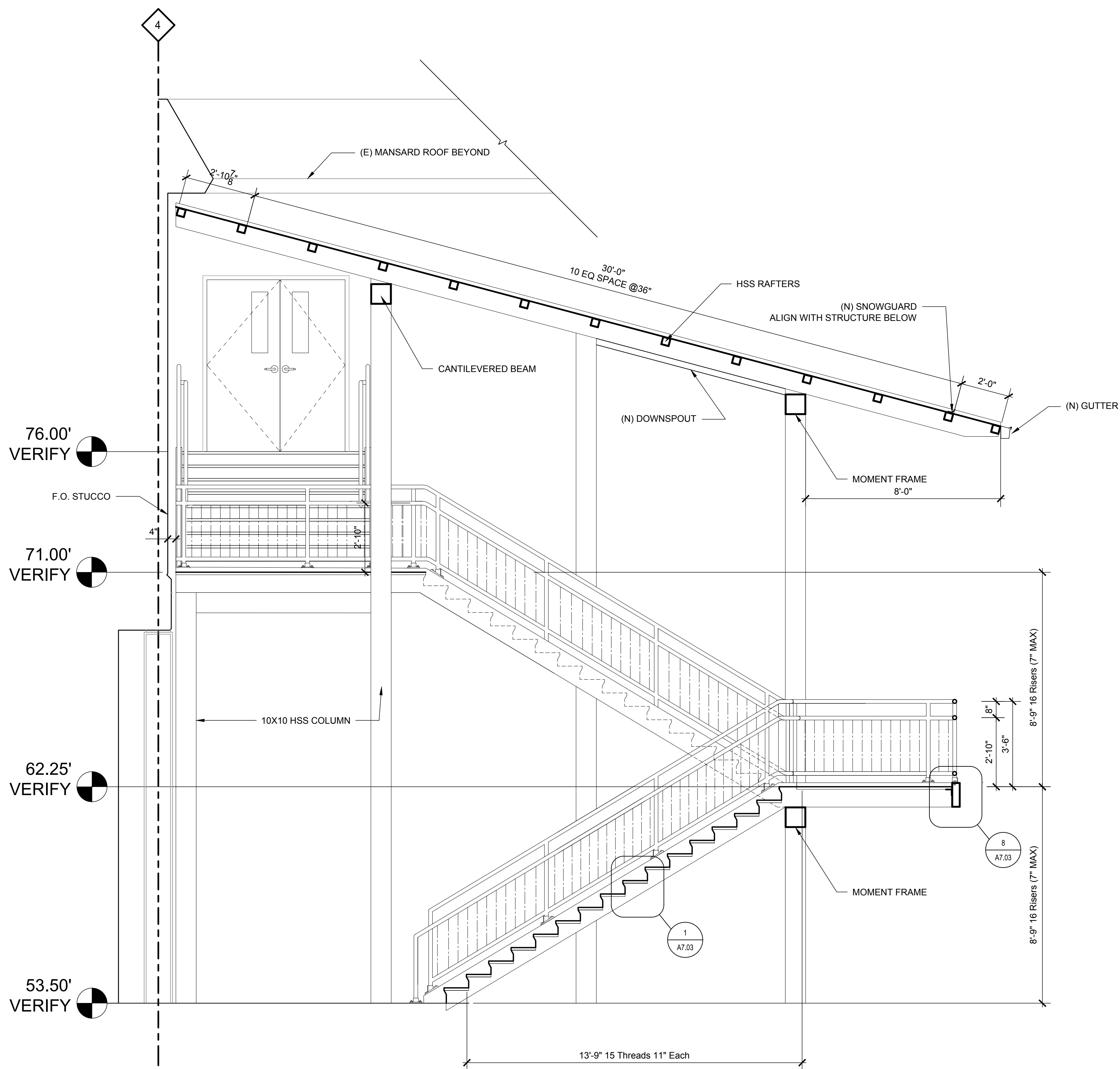
BID SET

Date	04/15/22
Project Number	19-031

Drawing Title
**BLDG A -
NEW STL STAIRS
SECTIONS**

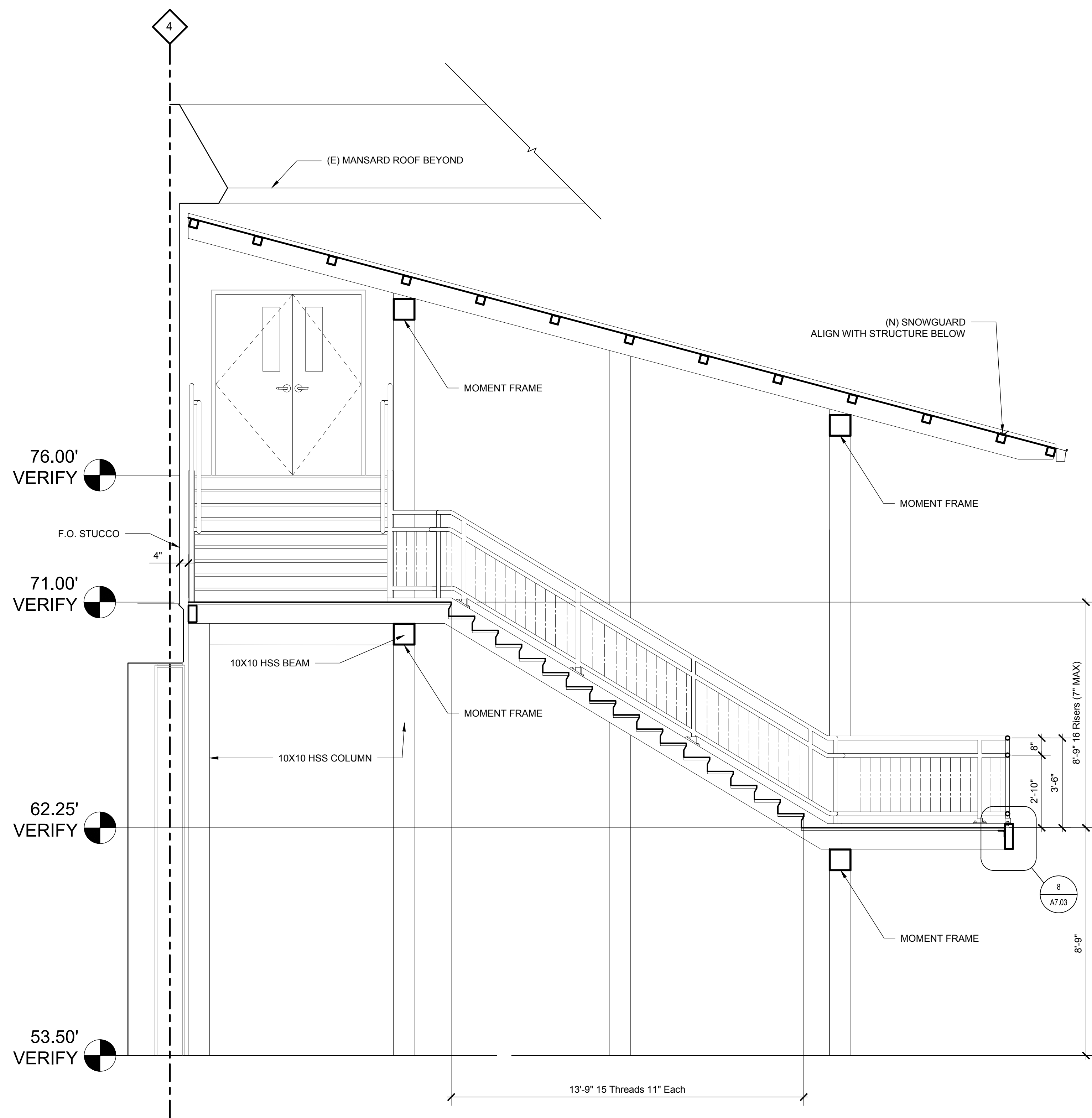
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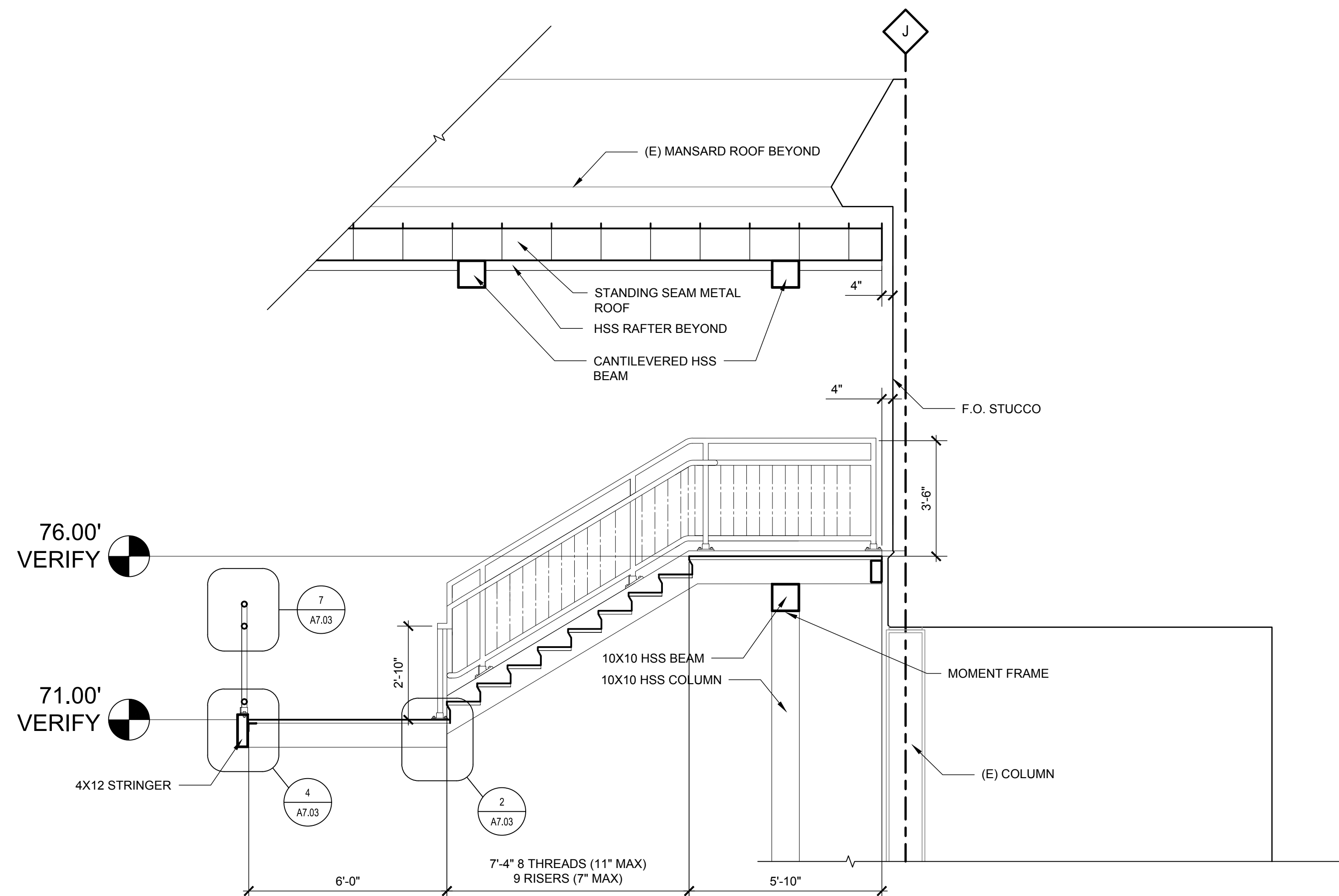
1 SECTION 1 - STAIR #1

3/8" = 1'-0"



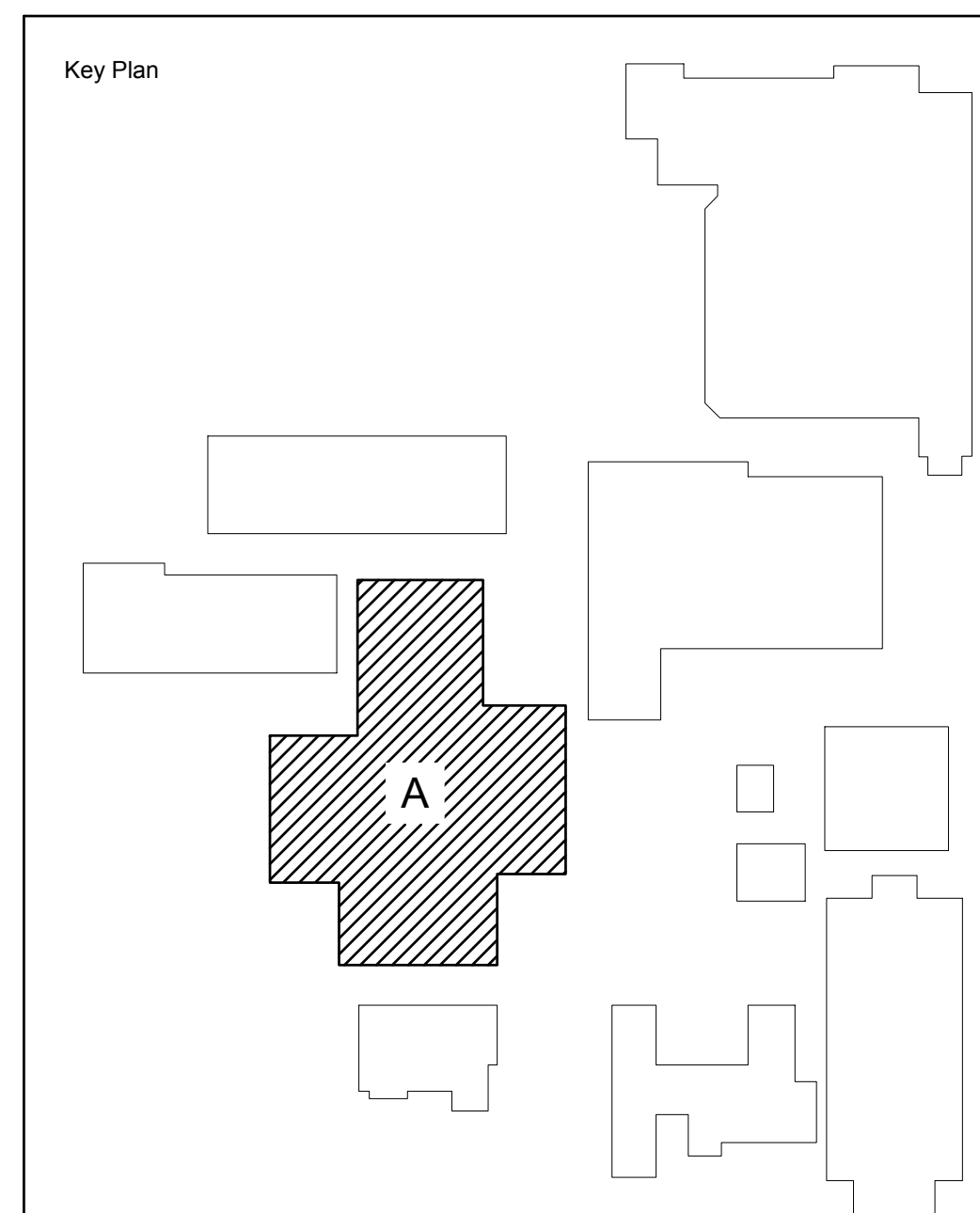
2 SECTION 2 - STAIR #1

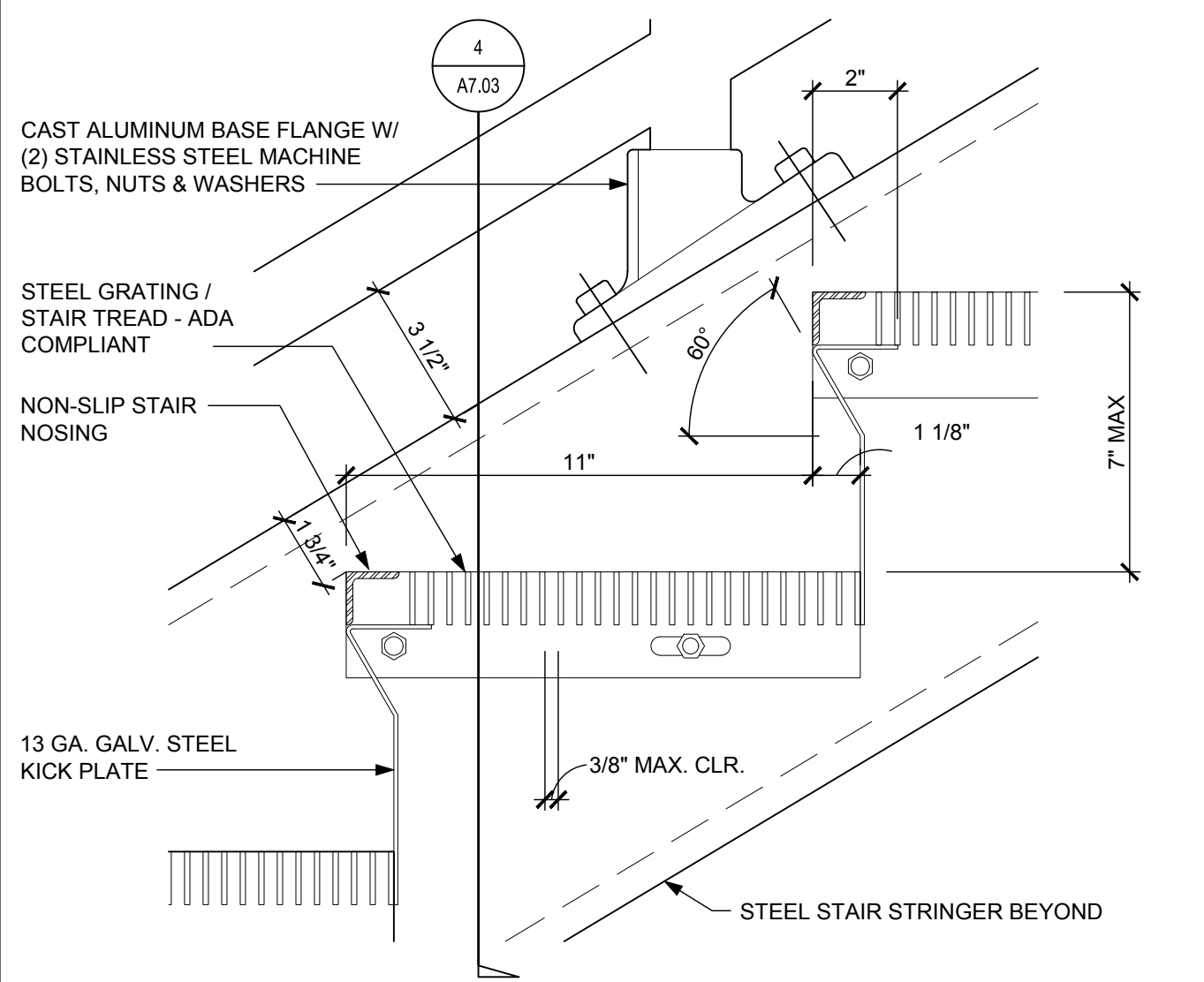
3/8" = 1'-0"



3 SECTION 3 - STAIR #1

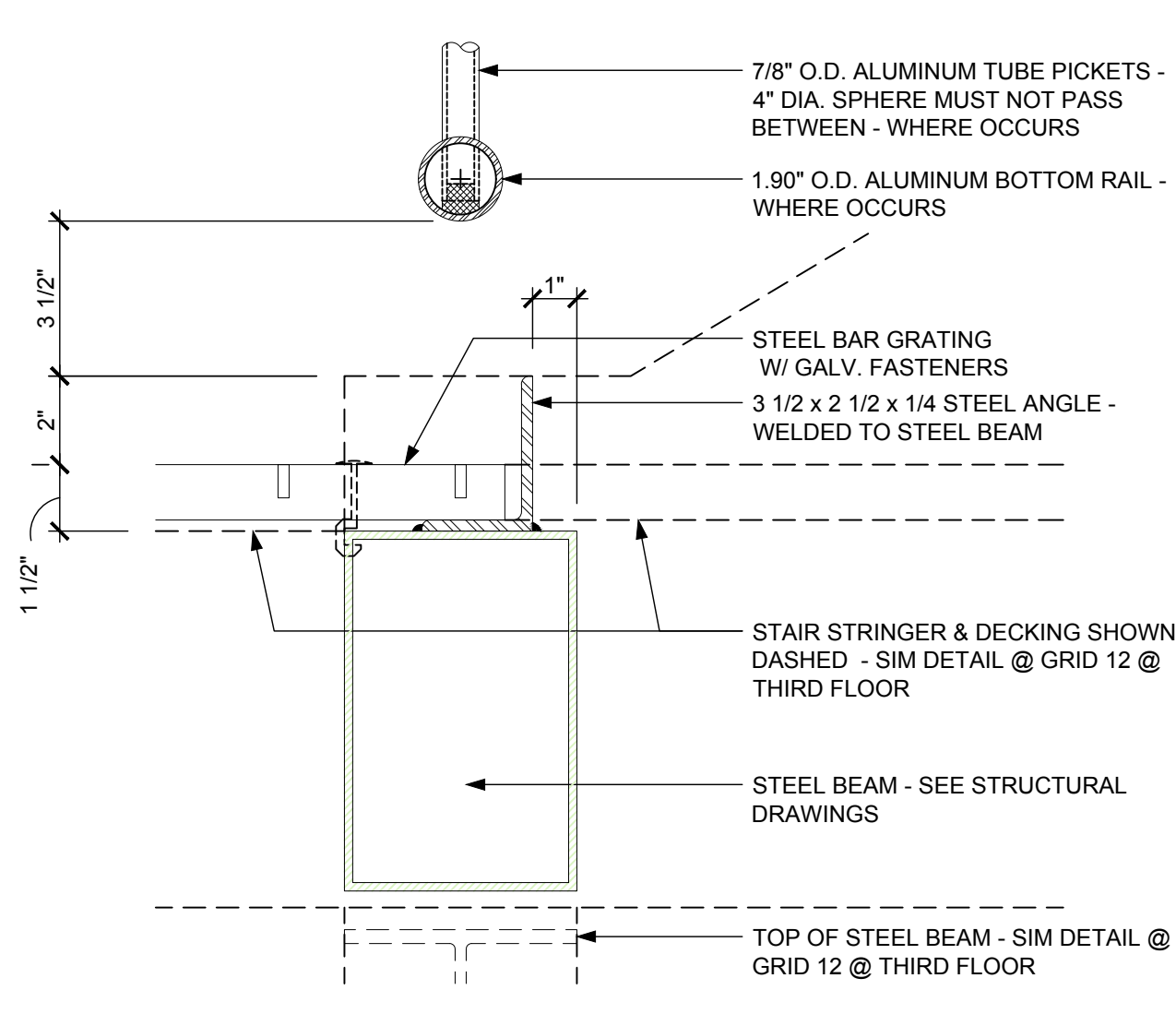
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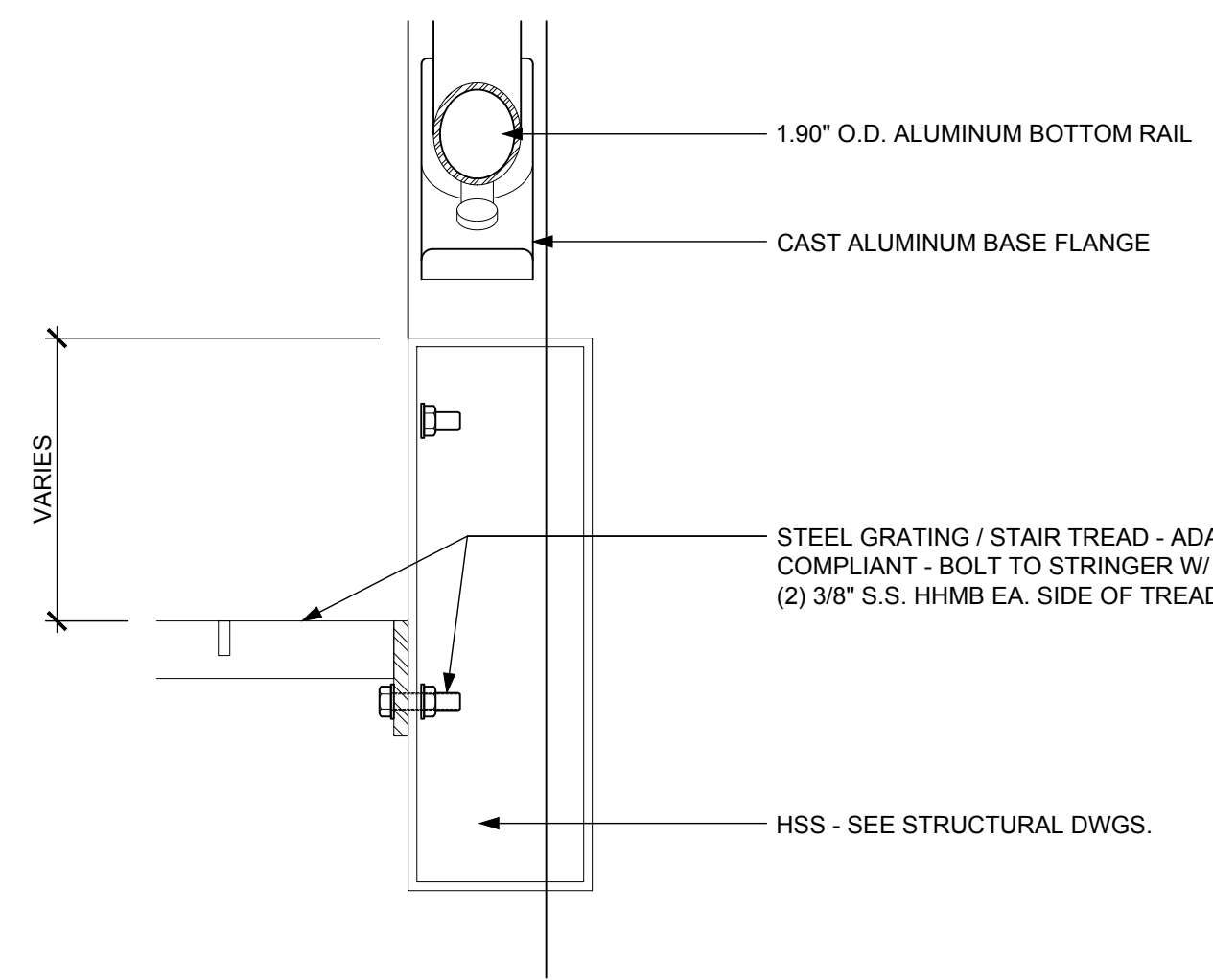
1 TYP EXTERIOR TREAD

3" = 1'-0"



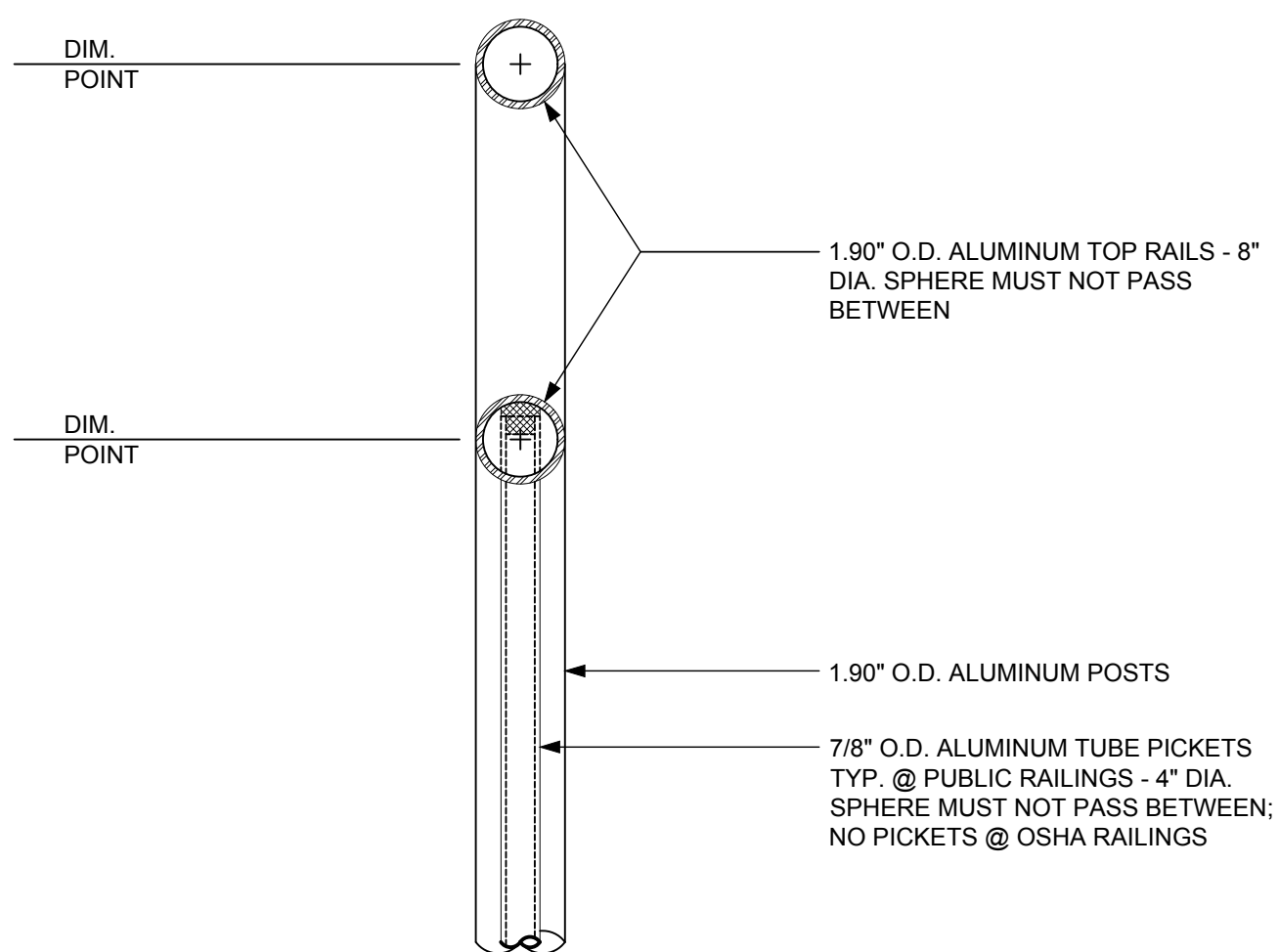
2 GUARDRAIL BASE @ LANDING

3" = 1'-0"



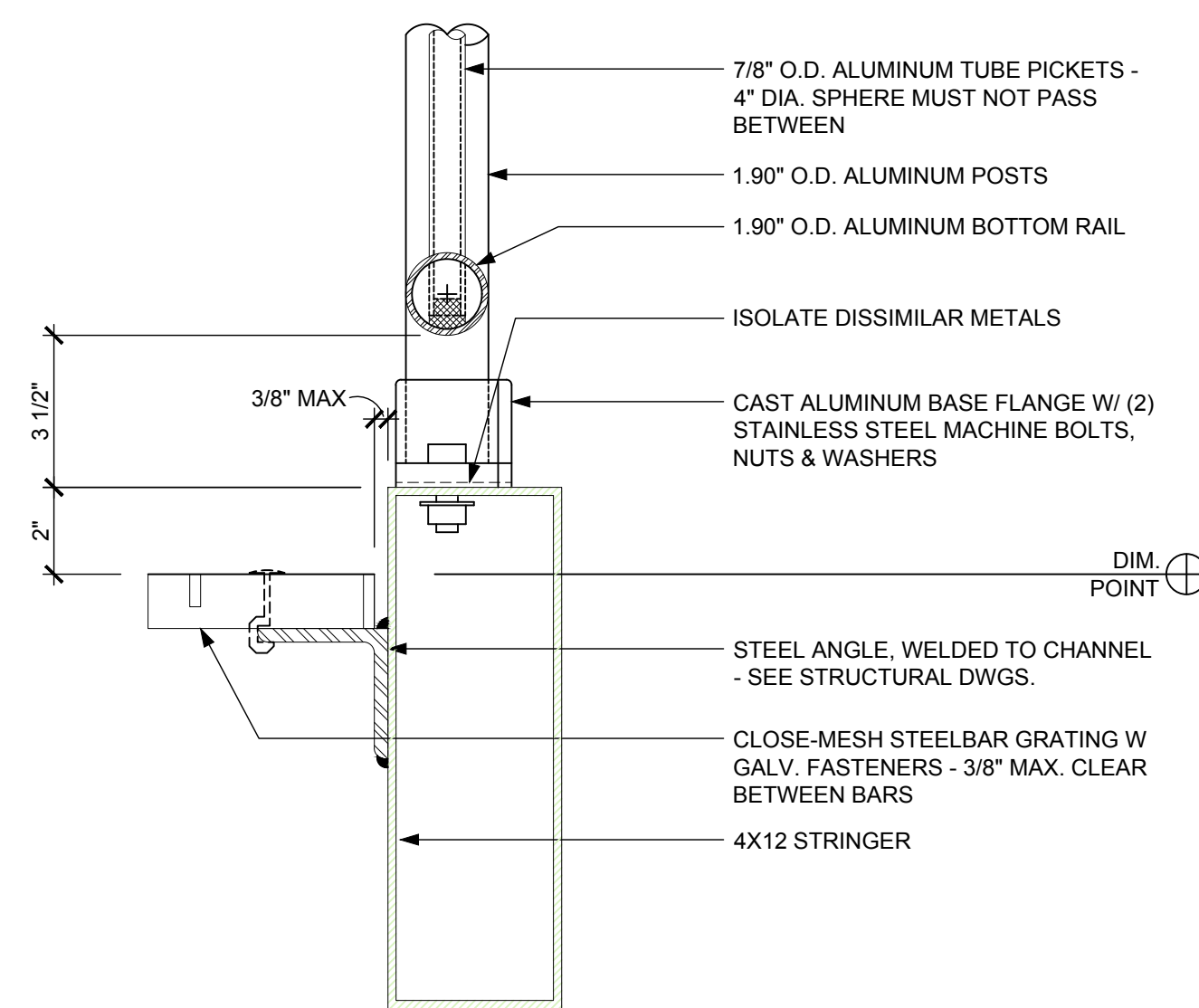
4 TYP STRINGER

3" = 1'-0"



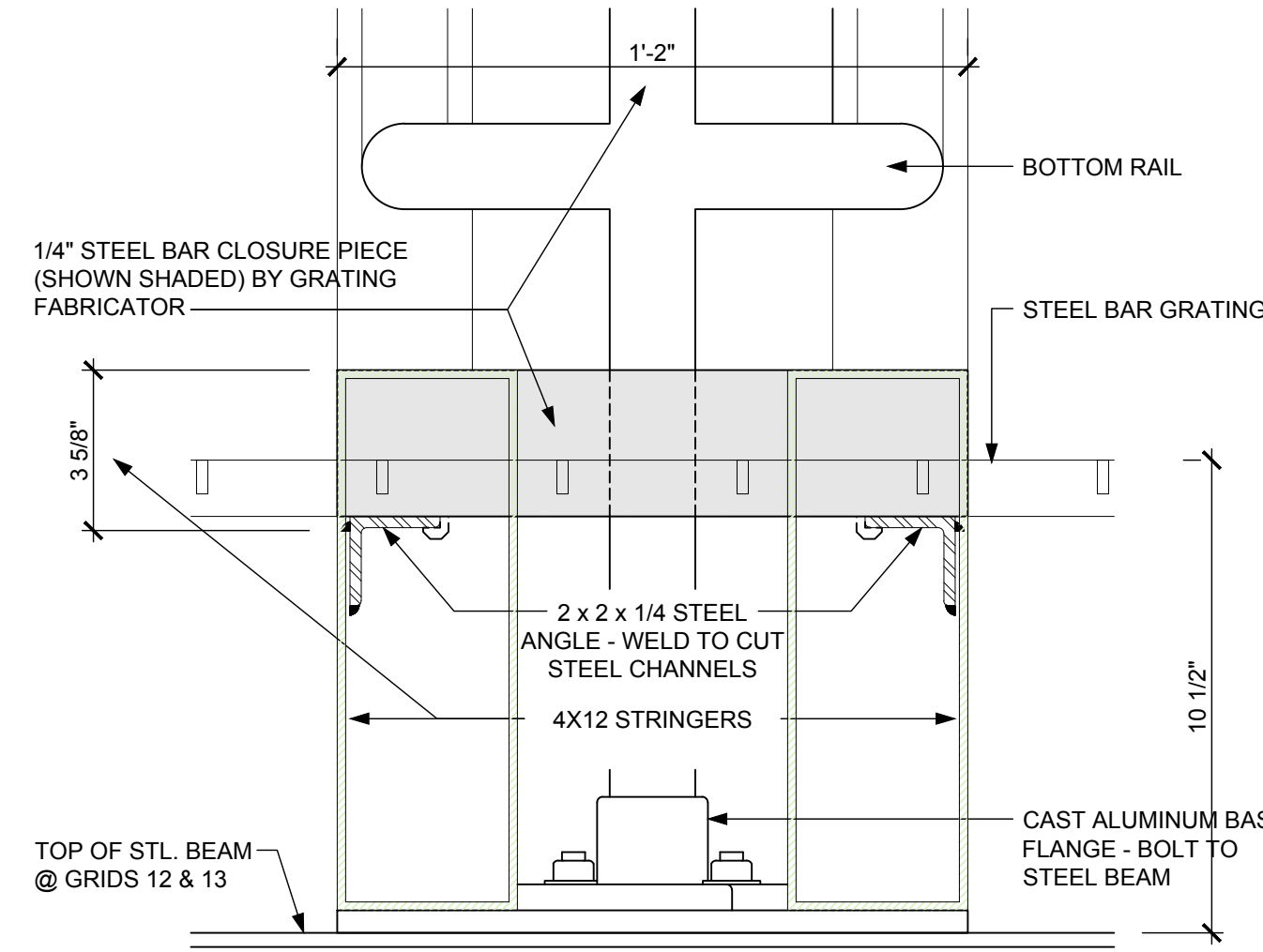
7 TYP GUARDRAIL @ TOP

3" = 1'-0"



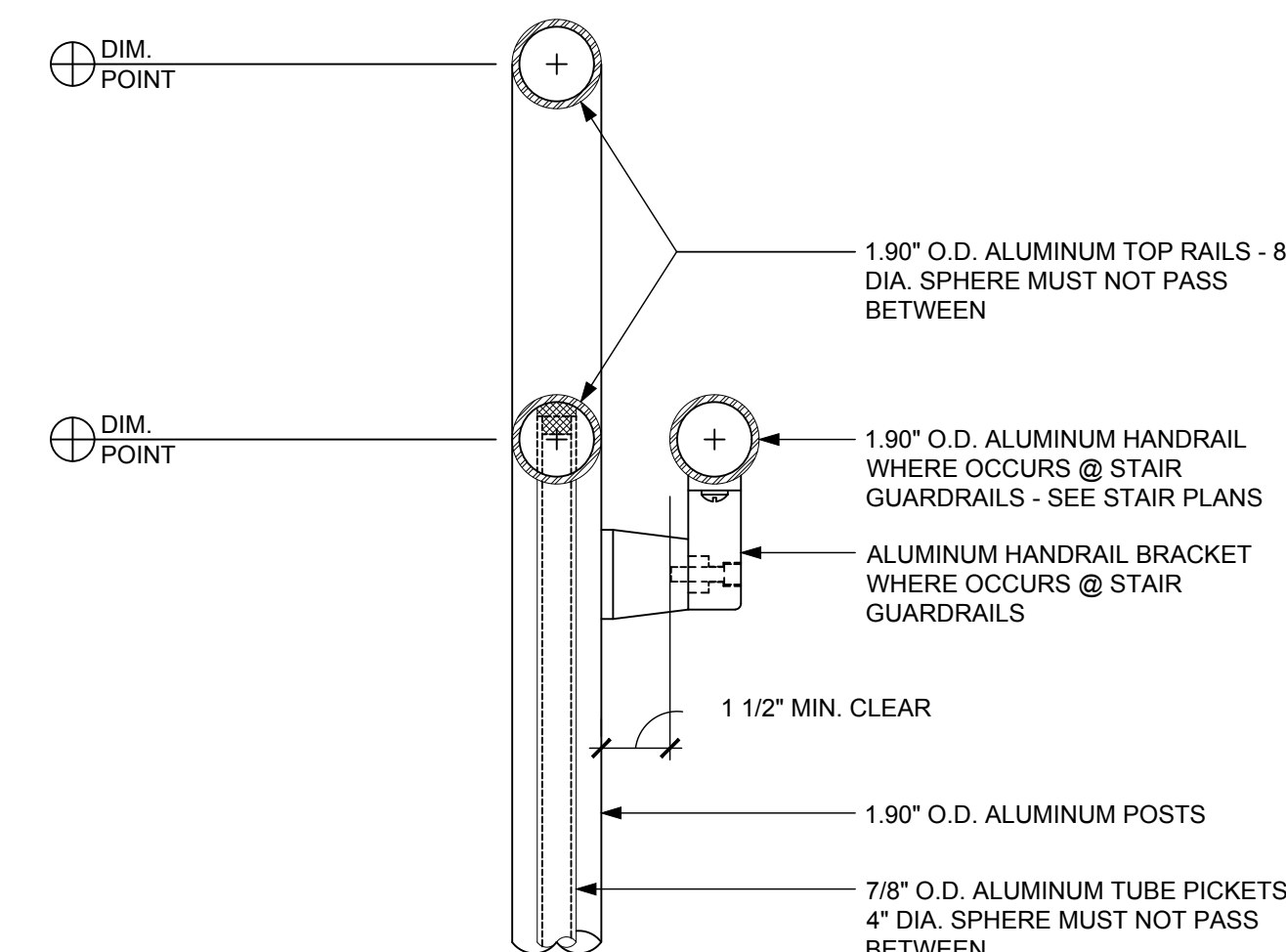
8 GUARDRAIL BASE @ LANDING

3" = 1'-0"



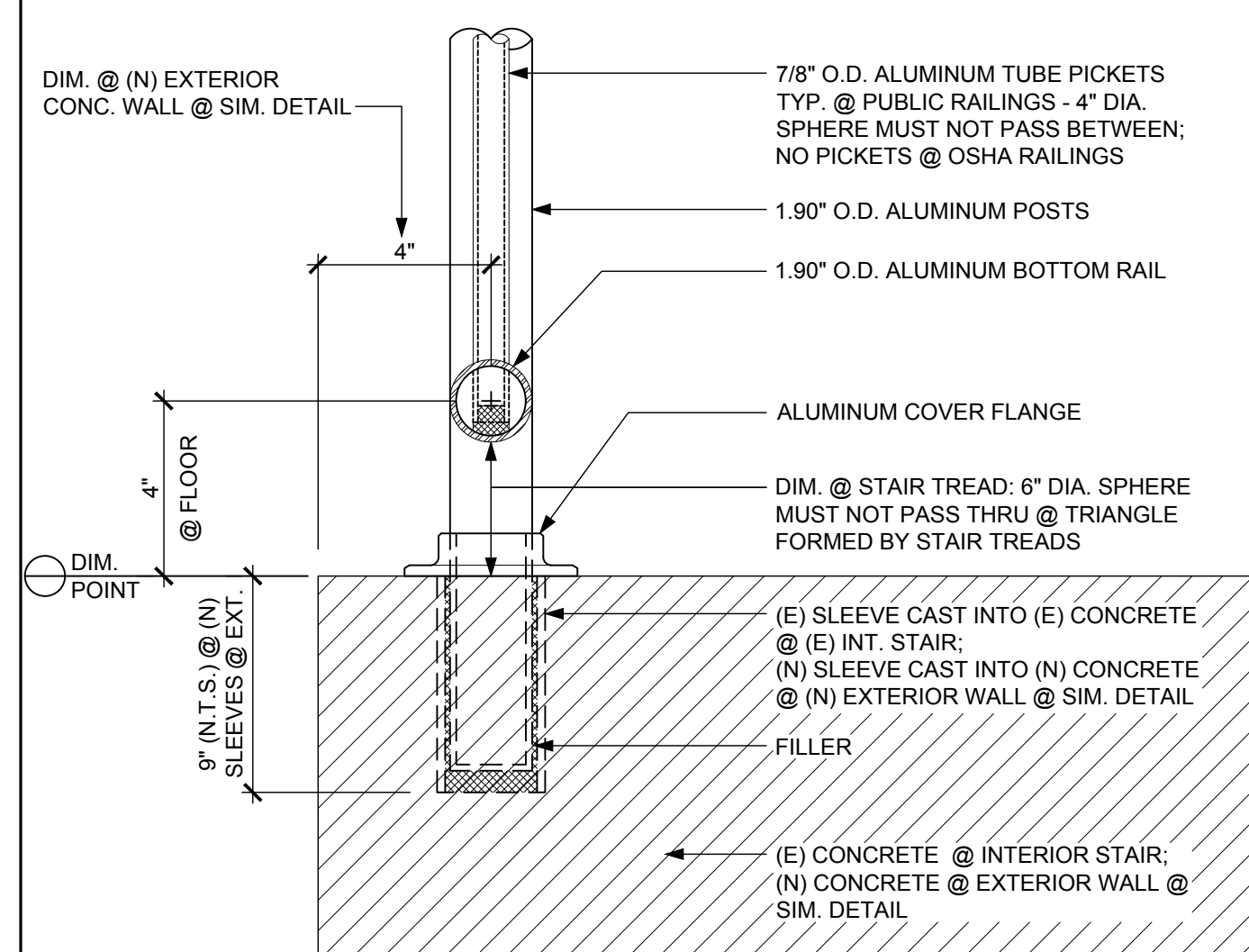
9 CENTER SUPPORT @ LANDING

3" = 1'-0"



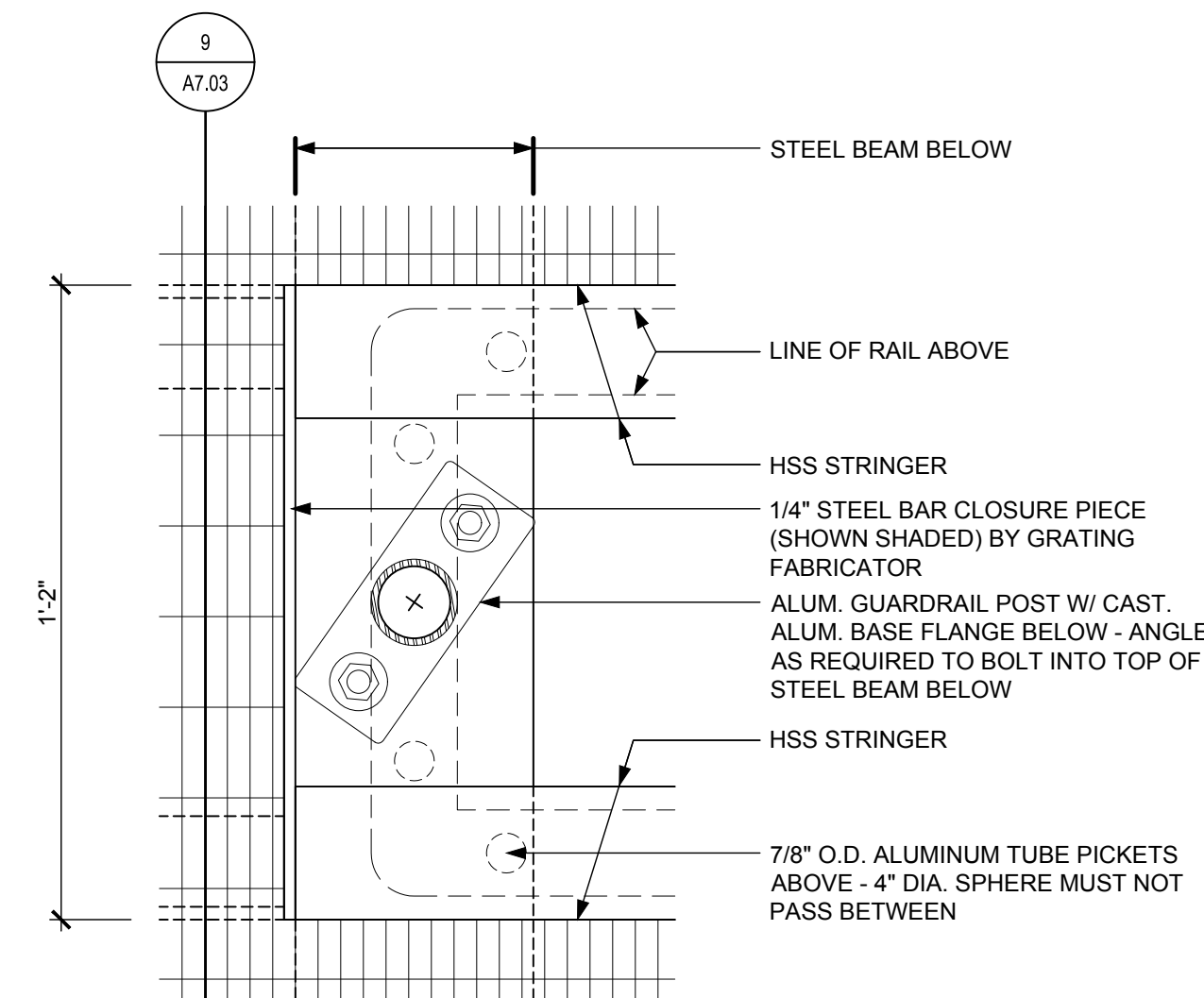
10 TYP STAIR GUARDRAIL @ TOP

3" = 1'-0"



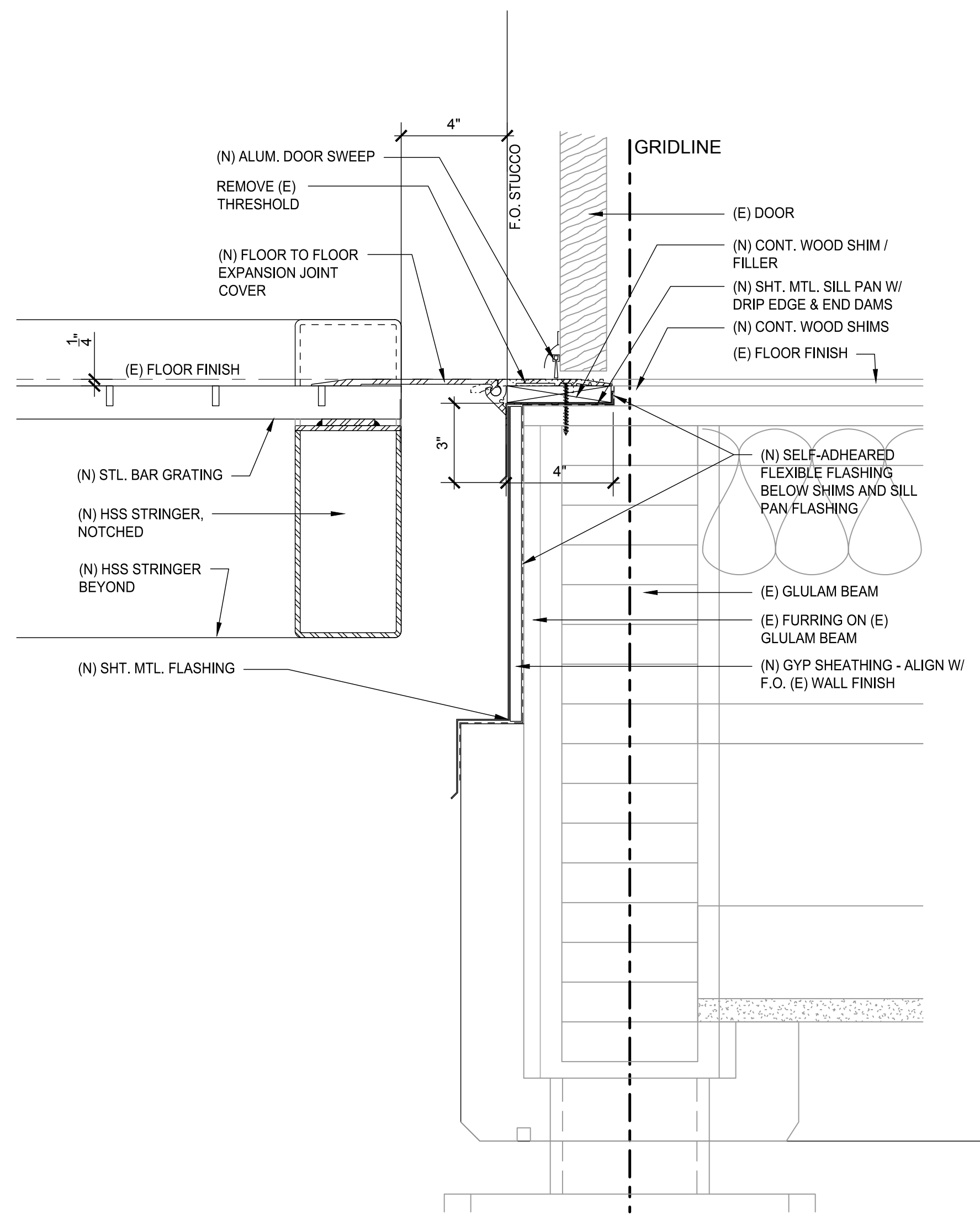
11 GUARDRAIL @ BASE

3" = 1'-0"



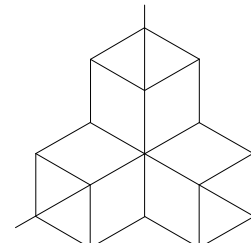
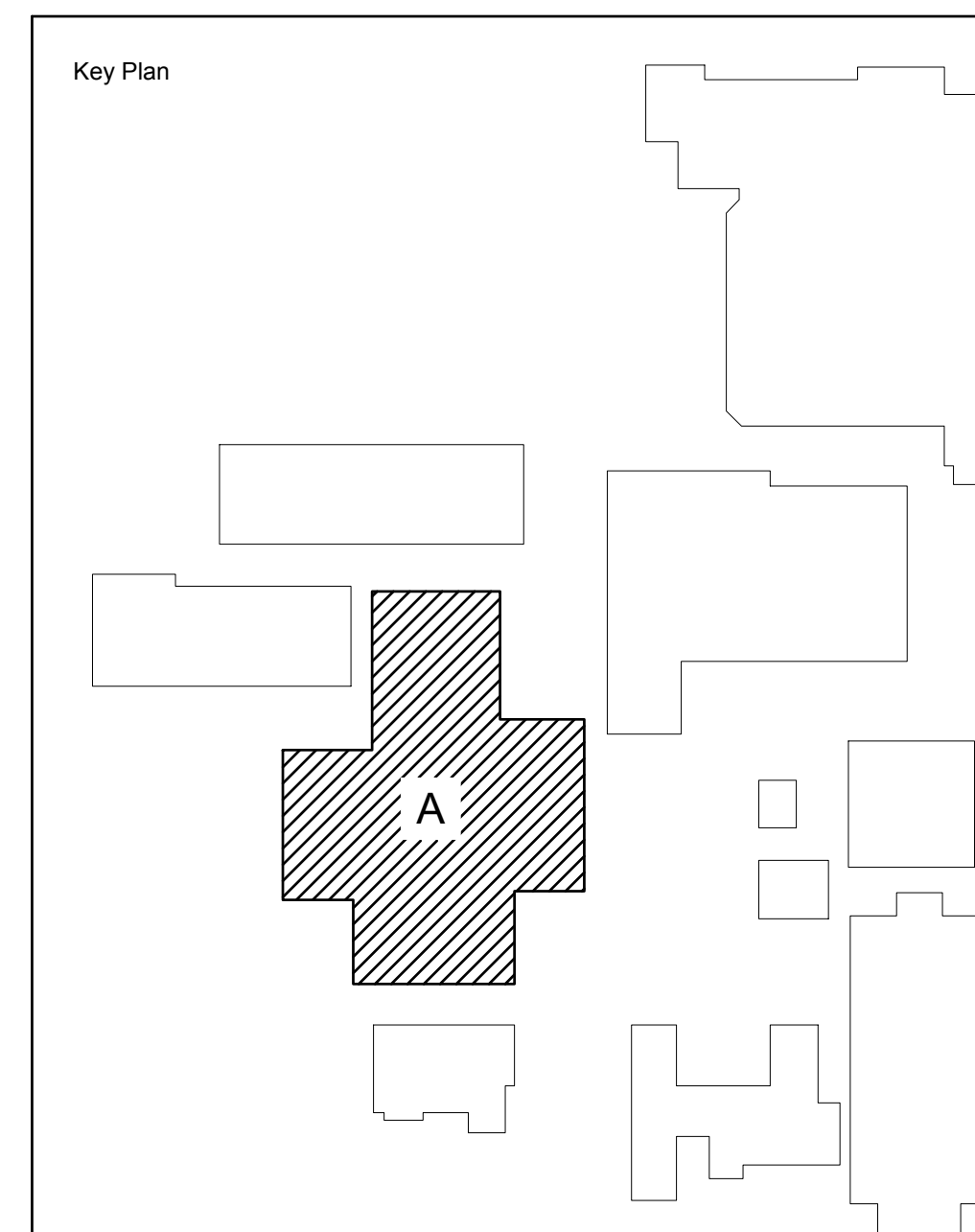
12 STAIR STRINGER - PLAN DETAIL

3" = 1'-0"

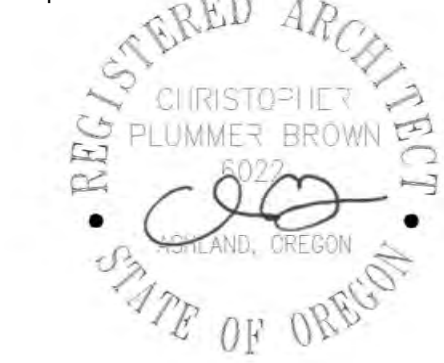


13 EXPANSION JOINT @ DOOR THRESHOLD

3" = 1'-0"



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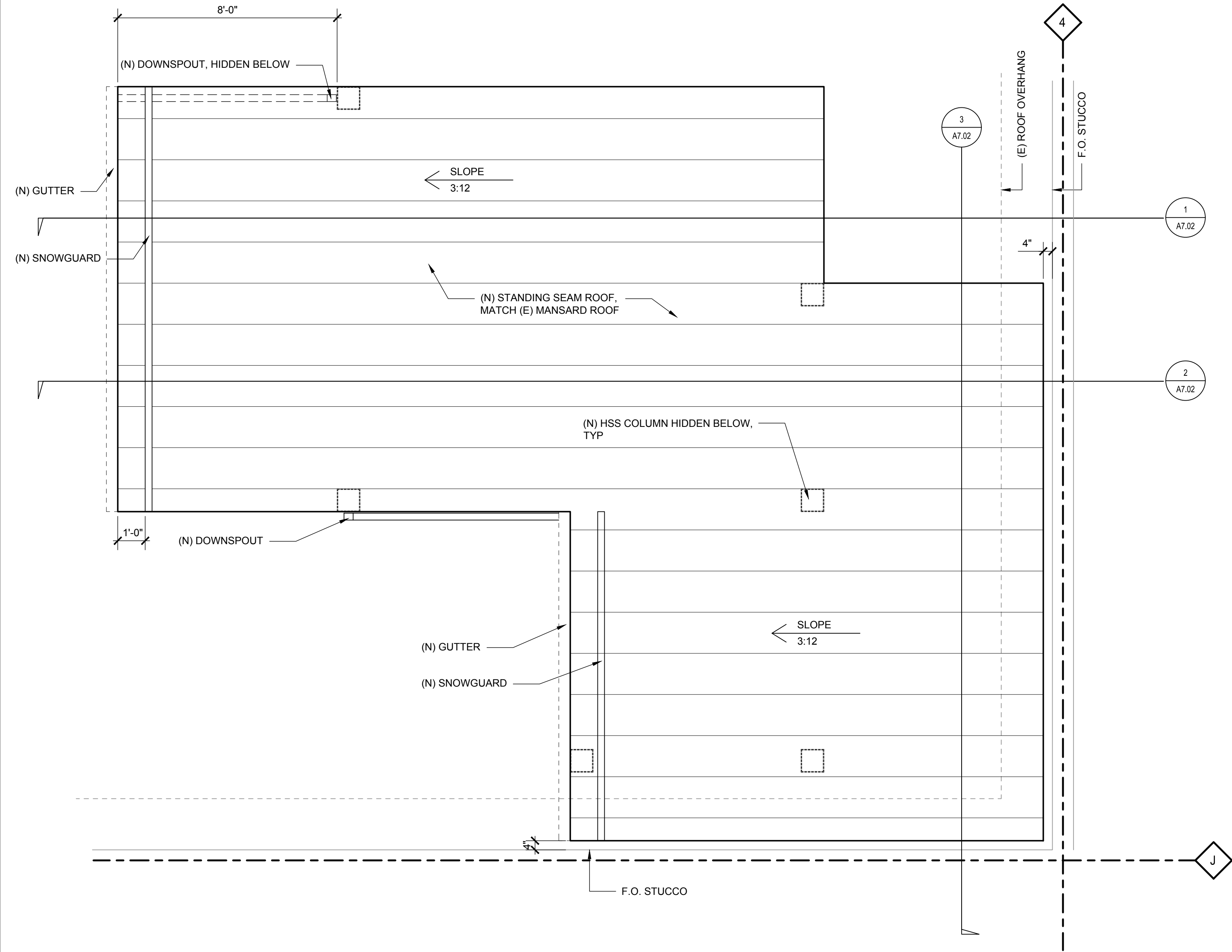
19-031

Drawing Title

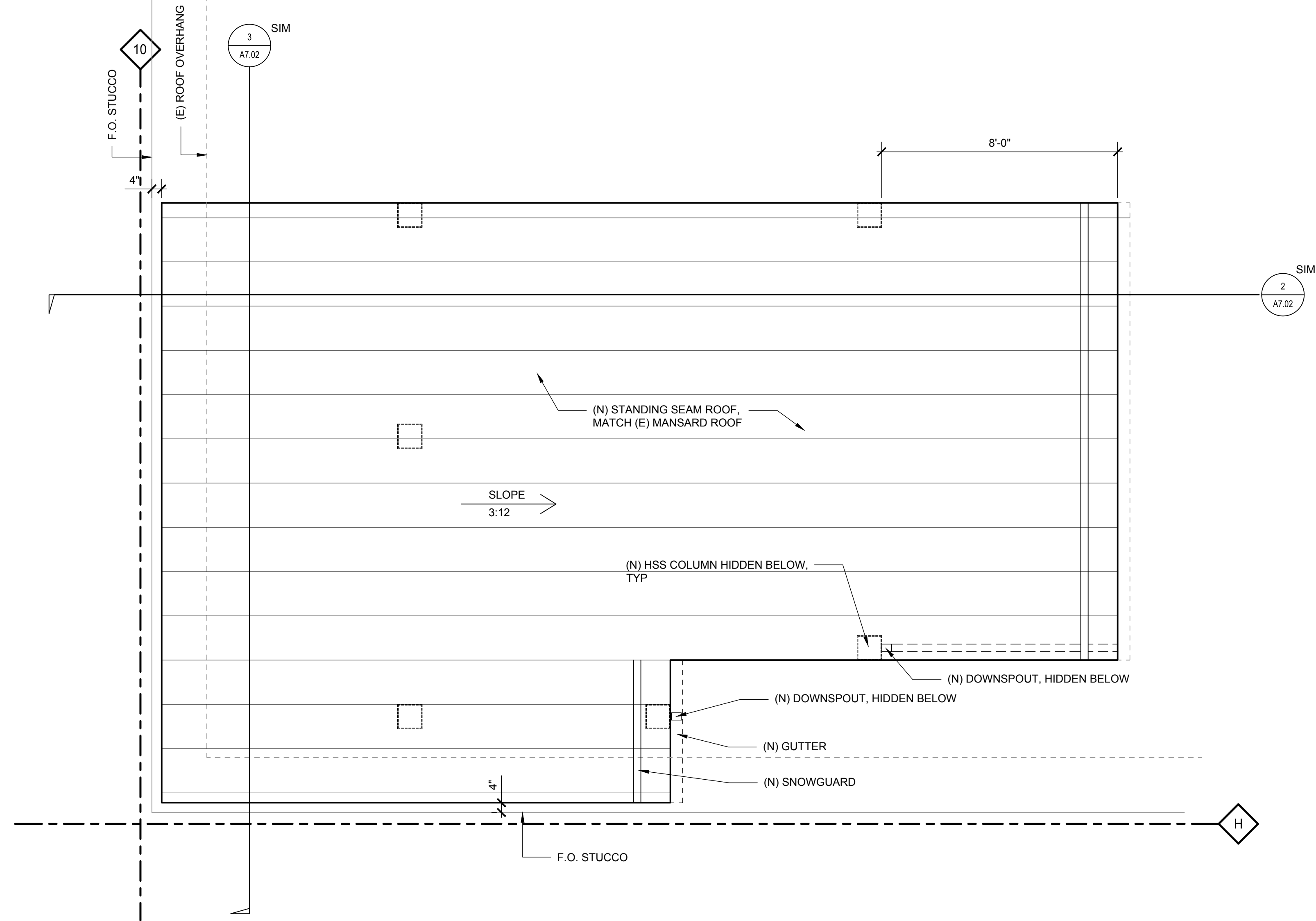
BLDG A -
NEW STL STAIRS
DETAILS

Sheet No

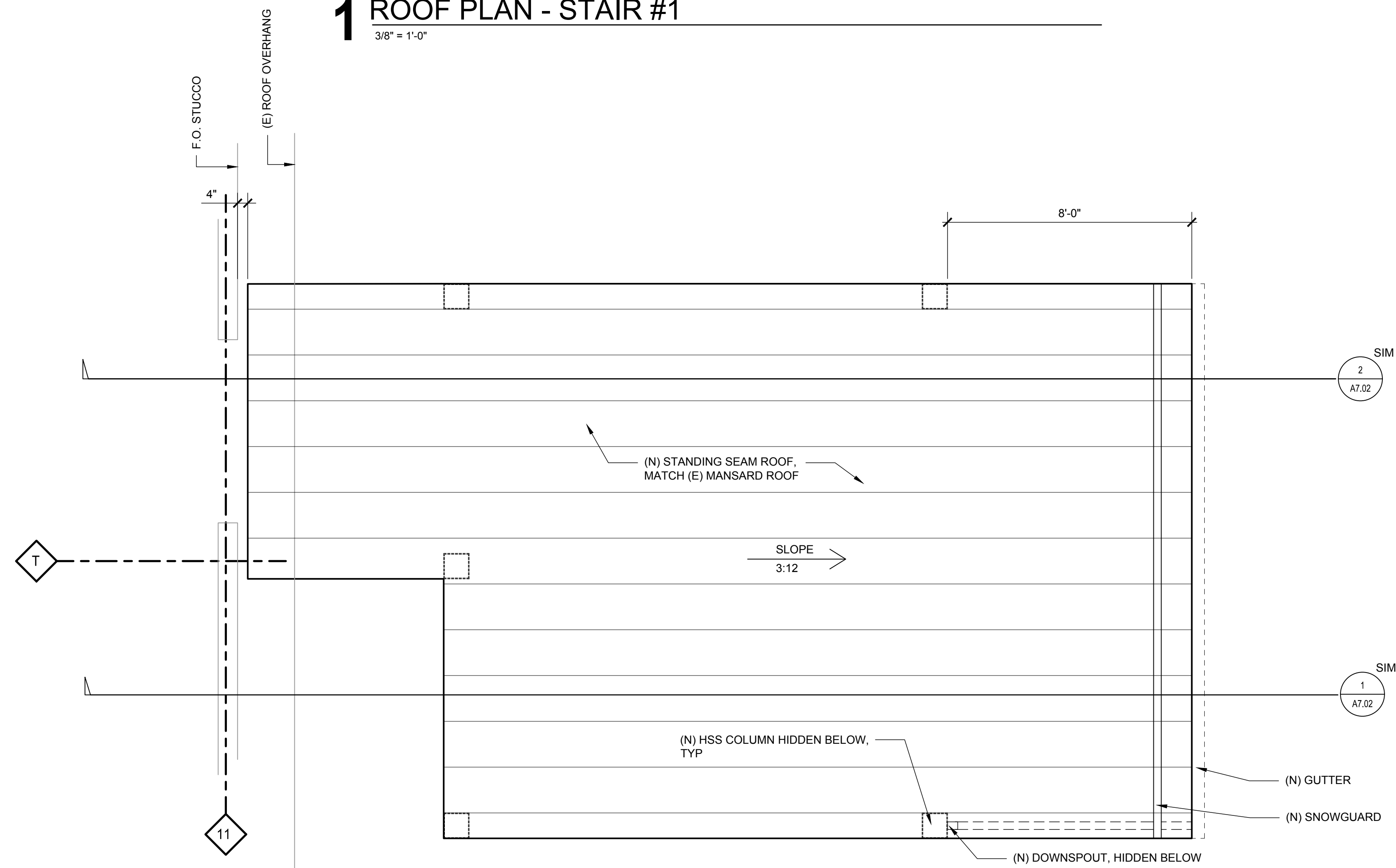
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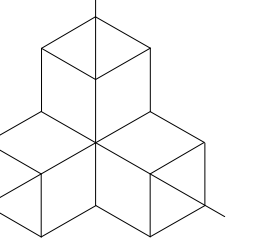
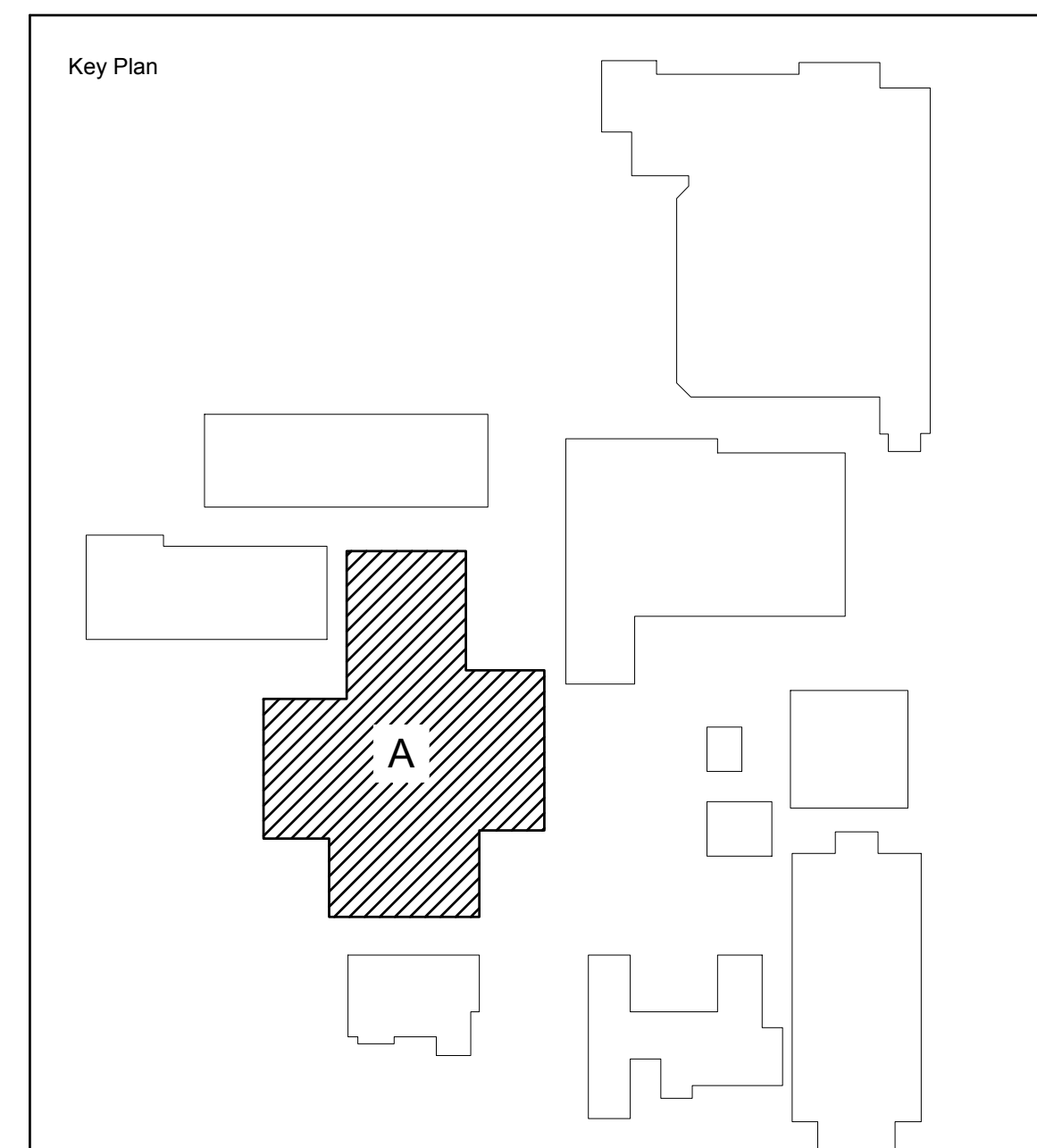
1 ROOF PLAN - STAIR #1
3/8" = 1'-0"



2 ROOF PLAN - STAIR #2
3/8" = 1'-0"



3 ROOF PLAN - STAIR #3
3/8" = 1'-0"



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**BLDG A -
NEW STL STAIRS ROOF
PLAN**

Sheet No

A7.04