



WILLAMETTE EDUCATION SERVICE DISTRICT

CAREER ACADEMY REMODEL 2024

BID DOCUMENTS



PROJECT MANAGER:

Jeff Easter, Director of Facilities and Operations
Willamette Education Service District
2611 Pringle Road SE
Salem, OR 97302
Phone: 503-385-4717
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ARCHITECT

Ronald J. Ped, PC
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PROJECT:

Willamette Education Service District
Career Academy Remodel 2024

LOCATIONS:

Willamette Career Academy
1200 Lancaster Dr N
Salem, OR 97301



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**WILLAMETTE EDUCATION SERVICE DISTRICT
CAREER ACADEMY REMODEL 2024
WILLAMETTE CAREER ACADEMY
Bids Due 2:00 PM, May 14th, 2024**

INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be accepted at **the Willamette Education Service District, Marion Center, by Jeff Easter, Director of Facilities and Operations, Willamette Education Service District, 2611 Pringle Road SE, Salem, OR 97302-1533, until 2:00 PM Local Time, May 14th, 2024** at which time and place bids will be closed. The bids will be publicly opened and read immediately after closing.

The work consists of:

Renovation of an existing interior space to create an area in which to train high school age students to become dental assistants. Work involves demolition, new wall framing, relocation or addition of electrical, plumbing, sewer and compressed air lines, and other finishes. Coordination with the manufacturer and installer of dental equipment will also be part of this project.

The following deadlines and restrictions are applicable to the project: Project start date **June 17, 2024**. Contract must meet a Substantial Completion date of **August 16th, 2024**.

A MANDATORY Pre-Bid Meeting will be held at 2:00 PM on April 23rd, 2024 at the Willamette Career Academy, 1200 Lancaster Drive N, Salem, OR, 97301. Representatives of the Contractors will meet with the Owner for review of the project specifications and then visit the site for a walk of the facility.

All bids must be submitted on the bid forms furnished to the bidders. Each bid shall be submitted in a sealed envelope and plainly marked "**WILLAMETTE EDUCATION SERVICE DISTRICT – WILLAMETTE CAREER ACADEMY**" 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 Oregon Buys web site <https://oregonbuys.gov/bsa/view/login/login.xhtml>.

Any objections to or comments upon the bid specifications must be submitted in writing to the attention of Jeff Easter, Director of Facilities and Operations, Willamette Education Service District, 2611 Pringle Road SE, Salem, OR 97302-1533. 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.



WILLAMETTE EDUCATION SERVICE DISTRICT
CAREER ACADEMY REMODEL 2024
WILLAMETTE CAREER ACADEMY
INVITATION FOR BID
SECTION 00 1113

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 Form may result in bid rejection.

The Willamette Education Service 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 17, 2024

Jeff Easter, Director of Facilities and Operations,
Willamette Education Service District



PART 1 – GENERAL

1.1 GENERAL

A. The Work contemplated under this contract with the Willamette Education Service 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 is:

Renovation of an existing interior space to create an area in which to train high school age students to become dental assistants. Work involves demolition, new wall framing, relocation or addition of electrical, plumbing, sewer and compressed air lines, and other finishes. Coordination with the manufacturer and installer of dental equipment will also be part of this project.

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, they 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 Owner. 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 Jeff Easter, Director of Facilities and Operations, at jeff.easter@wesd.org.**
- C. Approval of substitution requests will be made only by addenda issued by the Owner 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 **2:00 PM on April 23, 2024** at the **Willamette Career Academy** located at **1200 Lancaster Drive North, Salem, OR 97301**. Representatives of the Contractors will meet with the Owner 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 statues, 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:

CAREER ACADMEY REMODEL 2024
WILLAMETTE EDUCATION SERVICE DISTRICT
2611 Pringle Road SE
Salem, OR 97302
Attn: Jeff Easter, Director of Facilities and Operations
- B. Bids **MUST** be received up to 2:00 pm, local time, **May 14, 2024** at the address listed above.
- C. Any bid submitted after the scheduled closing time will be returned to the bidder unopened.



- D. The following attachments are the ONLY items to be included with your Bid Package for the Career Academy Remodel 2024
1. Attachment 1: Bid Form
 2. Attachment 2: Bid Bond
 3. Attachment 3: First Teir Subcontractor List
 4. Attachment 4: References
 5. Attachment 5: Checklist

There are to be NO additional items included with your Bid. This checklist must be signed and dated to make your bid complete.

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 at **August 16, 2024**.
- 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 Willamette Education Service 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 Willamette Education Service District as represented by the Owner 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 Willamette Education Service 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 Willamette Education Service District 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 Willamette Education Service District 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 Willamette Education Service 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: Willamette Education Service District
Board of Directors;
2611 Pringle Road SE
Salem, OR 97302

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

WILLAMETTE EDUCATION SERVICE DISTRICT – CAREER ACADEMY REMODEL 2024

As prepared by rktect PC and Willamette Education Service 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: CAREER ACADEMY REMODEL 2024

Base Bids: _____ 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 (30) 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.

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



WILLAMETTE EDUCATION SERVICE DISTRICT
CAREER ACADEMY REMODEL 2024
WILLAMETTE CAREER ACADEMY
BID FORM CHECK LIST
SECTION 00 4110

Company Name: _____

The following attachments are the only items to be included with your Bid Package for the Willamette Education Service District Career Academy Remodel 2024. All items need to be submitted individually. There are to be **NO** additional items included with your Bid. This checklist **MUST** be signed and dated to make your bid complete. **All Bids are to be submitted in sealed envelope to Jeff Easter, Director of Facilities and Operations, at 2611 Pringle Road SE, Salem, OR 97302 by 2:00PM on May 14th Day, 2024.**

Attachment 1: Bid Form _____

Attachment 2: Bid Bond _____

Attachment 3: First Tier Sub Contractors List _____

Attachment 4: Reference's _____

Attachment 5: Checklist _____

Signature: _____

Date: _____



WILLAMETTE EDUCATION SERVICE DISTRICT
CAREER ACADEMY REMODEL 2024
WILLAMETTE CAREER ACADEMY
BID FORM CHECK LIST
SECTION 00 4110

Company Name: _____

The following attachments are the only items to be included with your Bid Package for the Willamette Education Service District Career Academy Remodel 2024. All items need to be submitted individually. There are to be **NO** additional items included with your Bid. This checklist **MUST** be signed and dated to make your bid complete. **All Bids are to be submitted in sealed envelope to Jeff Easter, Director of Facilities and Operations, at 2611 Pringle Road SE, Salem, OR 97302 by 2:00PM on May 14th Day, 2024.**

Attachment 1: Bid Form _____

Attachment 2: Bid Bond _____

Attachment 3: First Tier Sub Contractors List _____

Attachment 4: Reference's _____

Attachment 5: Checklist _____

Signature: _____

Date: _____



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: _____

BID #: N/A BID CLOSING: Date: **May 14, 2024** Time: **2:00 PM**
 REQUIRED DISCLOSURE DEADLINE: Date: **May 14, 2024** Time: **4:00 PM**
 Deliver Form To (Agency): Willamette Education Service District
 Designated Recipient (Person): Jeff Easter, Director of Facilities and Operations
 Agency's Address: 2611 Pringle Road SE
 Salem, OR 97302

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) | | |
| 7) | | |



WILLAMETTE EDUCATION SERVICE DISTRICT
CAREER ACADEMY REMODEL 2024
WILLAMETTE CAREER ACADEMY
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
SECTION 00 4339

| | | |
|-----|--|--|
| 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 the ___ day of _____, 2024, between **WILLAMETTE EDUCATION SERVICE DISTRICT** (hereinafter “the Owner”) and _____, (hereinafter “the Contractor”).

The Project is: Career Academy Remodel 2024

The Owner is: Willamette Education Service District
Jeff Easter, Director of Facilities and Operations
2611 Pringle Road SE
Salem, OR 97302

The Architect is: rktect
Ronald J. Ped, PC
145 21st Street S
Salem, OR 97301

The Contractor is: **To Be Determined**

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 16, 2024**, 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 AND 00/100 (\$_____)**. 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:** Jeff Easter, Director of Facilities and School Safety, Willamette Education Service District. The Owner may change this representative at any time.



7.4 The Contractor's Representative is: Name, Title, Company.

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 **February 21, 2023**.

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 TO BE DETERMINED

WILLAMETTE EDUCATION SERVICE DISTRICT

By: _____

By: _____
Jeff Easter

Title: _____

Title: **Director of Facilities and Operations**

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 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 Carlson Veit Junge Architects or "Owner's Representative", as used in the Contract Documents, shall mean Willamette Education Service District, 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 initiated 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,



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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) b 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 or 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 supplies 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 Willamette Education Service District 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 _____, 2024 with Obligee for the Career Academy Renovation 2024 ("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.



WILLAMETTE EDUCATION SERVICE DISTRICT
CAREER ACADEMY REMODEL 2024
WILLAMETTE CAREER ACADEMY
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 _____, 2024.

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 Willamette Education Service District 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 _____, 2024 with Obligee for Career Academy Renovation 2024 ("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.



WILLAMETTE EDUCATION SERVICE DISTRICT
CAREER ACADEMY REMODEL 2024
WILLAMETTE CAREER ACADEMY
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 _____, 2024.

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 Marion 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 April 5, 2024, 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



SUBSTITUTION REQUEST: DATE SUBMITTED _____

1.01 SUBMIT TO: Jeff Easter, Director of Facilities and Operations, Willamette Education Service District

1.02 PROJECT: CAREER ACADEMY REMODEL 2024

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 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.

1.03 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

1.04 SUBMITTALS

- A. Evidence of Compliance: Submit for each different product in each applicable category.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.
- C. 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.



WILLAMETTE EDUCATION SERVICE DISTRICT
CAREER ACADEMY REMODEL 2024
WILLAMETTE CAREER ACADEMY
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS
SECTION 01 6116

- 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 Welding 250
 5. Adhesive Primer for Plastic 550
 6. Computer Diskette Manufacturing 350
 7. Contact Adhesive 80
 8. Special Purpose Contact Adhesive 250
 9. Tire Retread 100
 10. Adhesive Primer for Traffic Marking Tape 150
 11. Structural Wood Member Adhesive 140



12. Sheet Applied Rubber Lining Operations 850
 13. Top and Trim Adhesive 250
 - c) Substrate Specific Applications VOC 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 Porous 250
 2. Architectural Porous 775
 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 Finishes 275
 - (c) Varnish 275
 - (d) Sanding Sealers 275
 - (e) Lacquer 275
 - (f) Clear Brushing Lacquer 275
 - (g) Concrete-Curing Compounds 100
 - (h) Concrete-Curing Compounds For Roadways and Bridges 350
 - (i) Dry-Fog Coatings 150
 - (j) Fire-Proofing Exterior Coatings 350
 - (k) Fire-Retardant Coatings Clear 650
 - (l) Fire-Retardant Coatings Pigmented 350
 - (m) Flats 50
 - (n) Floor Coatings 50
 - (o) Graphic Arts (Sign) Coatings 500
 - (p) Industrial Maintenance (IM) Coatings 100
 - (q) High Temperature IM Coatings 420
 - (r) Zinc-Rich IM Primers100



WILLAMETTE EDUCATION SERVICE DISTRICT
CAREER ACADEMY REMODEL 2024
WILLAMETTE CAREER ACADEMY
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS
SECTION 01 6116

- (s) Japans/Faux Finishing Coatings 350
- (t) Magnesite Cement Coatings 450
- (u) Mastic Coatings 300
- (v) Metallic Pigmented Coatings 500
- (w) Multi-Color Coatings 250
- (x) Nonflat Coatings 50
- (y) Nonflat High Gloss 50
- (z) Pigmented Lacquer 275
- (aa) Pre-Treatment Wash Primers 420
- (ab) Primers, Sealers, and Undercoaters 100
- (ac) Quick-Dry Enamels 50
- (ad) Quick-Dry Primers, Sealers, and Undercoaters 100
- (ae) Recycled Coatings 250
- (af) Roof Coatings 50
- (ag) Roof Coatings, Aluminum 100
- (ah) Roof Primers, Bituminous 350
- (ai) Rust Preventative Coatings 100
- (aj) Shellac Clear 730
- (ak) Shellac Pigmented 550
- (al) Specialty Primers 100
- (am) Stains 100
- (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

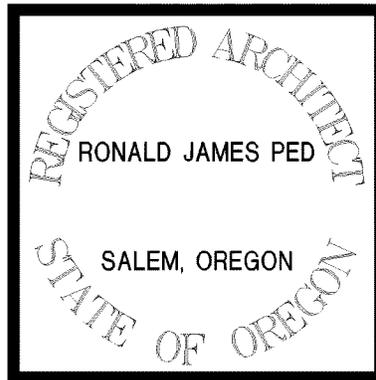
Project Manual for
Alterations for

WCA

DENTAL ASST

PROGRAM

1200 Lancaster Drive NE
Salem, OR 97302



15 April 2024

Architect
Ronald James Ped Architect, PC
1220 Twentieth Street SE
Salem, OR 97302
(503)363-1456
Email rjp@rktect.com

Project Number 2418

- 1
2 • **WORK COVERED BY CONTRACT DOCUMENTS**
3 Minor non-structural partition removal, removal relocate a door and frame,
4 miscellaneous cutting and patching, new and repair interior finishes.
5
6 • **RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS**
7
8 • **Base Bid & Alternate Bids: Section 01200**
9
10
11 • **WORK BY OTHERS UNDER SEPARATE CONTRACT**
12
13 • Concurrently and under the coordination and oversight of casework and dental
14 equipment Section 06410 Custom Built Casework and shelving
15
16
17 • **WORK PERFORMED BY OWNER**
18
19 • Concurrently with Work of this Contract:
20 • Products furnished by Owner for installation by Contractor:
21 • None
22 • Products furnished and installed by Owner:
23 • Other Work identified on Drawings as Owner Furnished & Owner
24 Installed (OFOI)
25 • Casework and Educational Equipment identified on drawings
26
27
28 • **CONTRACTOR'S USE OF PREMISES**
29
30 • Except as otherwise stipulated above, Contractor will have complete and exclusive use
31 of the Premises for the execution of the Work.
32 • If and where necessary and when directed, move any stored Products, Equipment, or
33 Vehicles which are under Contractor's control, and which interfere with operations of
34 Owner or separate Contractor.
35 • Obtain and pay for any necessary additional Storage or Work Areas at no additional
36 cost to Owner.
37 • Contractor shall conduct his operations as to insure the least reasonable inconvenience
38 to the General Public.
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- 1 • PRODUCTS FURNISHED BY OWNER & INSTALLED BY CONTRACTOR
2
3 • Owner's Responsibilities:
4 • In compliance with approved Construction Progress Schedule:
5 • Arrange for and deliver necessary Shop Drawings, Product Data, and
6 Samples to Contractor.
7 • Arrange and pay for Product delivery to Site.
8 • Deliver Supplier's Bill of Materials to Contractor.
9 • Inspect Product deliveries jointly with Contractor.
10 • Submit claims for transportation damage.
11 • Arrange for replacement of damaged, defective, missing, or otherwise
12 unacceptable Items.
13 • Arrange for required Manufacturer's inspections, service, bonds, and
14 warranties.
15 • Contractor's Responsibilities:
16 • Designate in Construction Schedule delivery date for each Product.
17 • Review Shop Drawings, Product Data, and Samples. Notify Architect about
18 any discrepancies or problems anticipated in Product installation or use.
19 • Receive Product and unload at Project Site.
20 • Inspect Product jointly with Owner. Record any damage, shortage, or defect.
21 • Protect Products against damage and discoloration.
22 • Assemble, install, connect, adjust, and finish Products as stipulated in
23 respective Specification Sections.
24 • Clean, repair and touch-up, or replace when directed, Products which have been
25 soiled, discolored, or damaged by Contractor.
26
27
28 • RESPONSE TIME FOR CORRECTING NON-COMPLYING WORK
29
30 • Contractor's response to notice of Work to be Corrected shall be accomplished during
31 the following time periods:
32 • Emergency Work:
33 • Failures or deficiencies constituting immediate danger or health hazard
34 to People or likely damage to Property.
35 • Response Time: 24 hours per day 7 days per week
36 • Urgent Work:
37 • Failures or deficiencies which do not immediately endanger Persons or
38 Property, but would soon do so if not corrected.
39 • Response Time: Between 7:00 AM & 4:00 PM on Mondays thru
40 Fridays and within 3 calendar days following receipt of Notice.
41 • Routine Work:
42 • Failures or deficiencies of less importance that do not meet criteria of
43 Emergency or Urgent Work.
44 • Response Time: Between 7:00 AM & 4:00 PM on Mondays thru
45 Fridays and within 5 calendar days following receipt of Notice.
46
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- END OF SECTION

- 1
- 2 • RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
- 3
- 4 • Instructions to Bidders: Section 00 2113
- 5 • Summary of Work: Section 01 110
- 6
- 7
- 8 • BASE BID
- 9
- 10 • Includes all Work shown on Drawings or included in Specifications, excepting only
- 11 that Work noted in the following Alternate Bids, and that Work specifically noted as
- 12 excepted.
- 13
- 14
- 15 • ALTERNATE BIDS
- 16
- 17
- 18 • none
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24 END OF SECTION

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- 1 • RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
2
3 • General Conditions: Section 006000
4 • Supplementary Conditions: Section 00800
5 • Summary of Work: Section 01110
6 • Contract Closeout: Section 01770
7
8
9 • FORMAT & DATA REQUIRED
10
11 • Submit itemized applications typed on AIA Document G702, Application and
12 Certificate for Payment, together with Continuation Sheets AIA Document G703.
13 • Forms can be ordered from:
14 • Seattle Chapter AIA Office; 1911 1st Ave.; Seattle, WA 98101; (206) 448-4938
15 • American Institute of Architects; P.O. Box 60; Williston, VT 05495-0060;
16 (800) 365-2724
17
18
19 • PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT
20
21 • Application Form:
22 • Fill in required information.
23 • Fill in summary of dollar values to agree with respective totals indicated on
24 Continuation Sheets.
25 • Execute certification with signature of responsible officer of Contracting Firm.
26 • Continuation Sheets:
27 • Identify each major item of Work by number and title matching those listed in
28 Table of Contents of this Project Manual.
29 • Fill in scheduled Dollar Value for each Item.
30 • Fill in Dollar Value in each Column for each scheduled Line Item when Work
31 has been performed or Products stored.
32 • Round off Values to nearest dollar.
33 • List each Change Order, executed prior to date of submission, at end of
34 Continuation Sheets. Include Change Order Number and brief description.
35
36 • SUBSTANTIATING DATA
37
38 • Submit, when requested by Architect, to justify Line Item amounts.
39
40 • PAYMENT FOR PRODUCTS STORED OFF THE PROJECT SITE
41
42 • When delay or added cost to Owner can be avoided by storing Products off Site, Owner
43 will make payment to Contractor for said Products provided that Contractor shall:
44 • Locate Storage Facilities within 10 miles of Project Site.
45 • Make Storage Facilities available for Architect's visual inspection.
46 • Segregate and label Stored Products for specified Project.
47 (Cont.)
48

- 1 • PAYMENT FOR PRODUCTS STORED OFF THE PROJECT SITE
2
3 • Assume all risk for loss.
4 • Assume responsibility for exceeding Product "shelf life".
5 • Protect Stored Products and provide applicable Insurance against their damage,
6 discoloration, and theft, naming the Owner and any Mortgagee as Additional
7 Insureds.
8 • Submit itemized Inventory and Schedule of Values for Stored Products together
9 with Certificate of Insurance.
10 • Submit payment requests to Owner as part of Contractor's regular Progress
11 Payment Request.
12 • Reimburse Owner for damages sustained if Stored Products are not delivered to
13 Jobsite when needed.
14 • Submit to Owner, with copy to Architect, a written Waiver of Lien insuring
15 Owner against claims for unpaid Storage Costs.
16 • Upon receipt of payment from Owner prepare and issue to Owner, with a copy
17 for Architect and any Mortgagee, a Bill of Sale for Stored Products. (See
18 required Bill of Sale Form bound hereinafter.)
19
20 • APPLICATION SCHEDULE
21
22 • On or before 24th day of month for which payment is due:
23 • Submit Application for Payment to Architect's Representative.
24 • On or before 8th day of month following submittal of approved Application:
25 • Until Substantial Completion, Owner will pay Ninety-five Percent (95%) of
26 value of Work acceptably performed, and of materials stored as defined in
27 General Conditions during the previous month, as estimated by Architect.
28 • Upon execution of Certificate of Substantial Completion:
29 • Balance due under Contract will be paid, excluding Retainage Amount of at
30 least double the estimated value of uncompleted and/or unacceptable portions of
31 Work, or \$5,000.00, whichever is the greater amount.
32 • 30 days after final inspection and acceptance by Owner:
33 • Balance due under Contract will be paid, provided Work be then fully completed
34 and Contract be then fully performed.
35
36 • SUBMITTAL PROCEDURE
37
38 • Submit Applications for Payment to Architect at times stipulated above.
39 • Required Application Copies with each Submittal: 3
40 • When Architect finds Application properly completed and correct, he will transmit
41 Certificate for Payment to Owner, with copy to Contractor.
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END OF SECTION

1 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

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- Summary of Work: Section 01110
 - Project Meetings: Section 01315
 - Progress Schedules: Section 01320
 - Shop Drawings, Product Data, & Samples: Section 01330
 - Cutting & Patching: Section 01730
 - Cleaning: Section 01740
 - Contract Closeout: Section 01770
-
- CONSTRUCTION ORGANIZATION & START-UP
 - Establish on-site Lines of Authority and Communications including the following:
 - Preconstruction Meeting and Progress Meetings as specified in Section 01315.
 - Establish procedures for Intra-project Communications including:
 - Submittals
 - Reports & Records
 - Recommendations
 - Coordination Drawings
 - Schedules
 - Resolution of Conflicts
 - Contract Documents Interpretation:
 - Consult with Architect to obtain interpretation
 - Assist in resolution of questions or conflicts which may arise
 - Transmit written interpretations to Subcontractors and to other concerned parties
 - Permits & Approvals:
 - Verify that Subcontractors have obtained required Permits and Inspections for Work and for Temporary Facilities.
 - Control use of Site:
 - Supervise Field Engineering and Project Layout.
 - Allocate Field Office Space and Work and Storage Areas for use of each Subcontractor.
 - COORDINATING SUBCONTRACTORS' WORK
 - 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.
 - Direct Subcontractors to correct defects in Substrates they install when Subcontractors of subsequent Materials have a reasonable and justifiable objection to such surfaces.

(Cont.)

- 1 • COORDINATING SUBCONTRACTORS' WORK (Cont.)
2
3 • Do not force Subcontractors to apply or install Product over improperly installed or
4 improperly finished Substrate that would result in an unsatisfactory or unacceptable
5 finished Product.
6
7
8 • COORDINATING WORK WITH OWNER'S WORK
9
10 • Coordinate, and make certain that, where Work of either party is dependent upon the
11 other party, the Work first performed is properly placed, installed, aligned, and finished
12 as required to permit the proper installation of the following Work.
13 • If the Owner's Work in any way interferes with the Contractor's Work, so notify the
14 Owner sufficiently in advance so that the Owner has reasonable time to make necessary
15 adjustments.
16 • If the Contractor's Work in any way interferes with the Owner's Work, so notify the
17 Owner as soon as possible. If the Contractor's Work must be modified to accommodate
18 the Owner's Work, the Contract Sum and/or the Contract Time will, when necessary, be
19 adjusted by a Change Order.
20
21
22 • COORDINATING WORK WITH OTHER CONTRACTORS' WORK
23
24 • Coordinate, and make certain that, where Work of either party is dependent upon the
25 other party, the Work first performed is properly placed, installed, aligned, and finished
26 as required to permit the proper installation of the following Work.
27 • If Other Contractors' Work in any way interferes with this Contractor's Work, so notify
28 Owner's Representative sufficiently in advance so that the Owner has reasonable time
29 to make necessary adjustments.
30 • If this Contractor's Work in any way interferes with Other Contractors' Work, so notify
31 Owner's Representative as soon as possible. If this Contractor's Work must be
32 modified to accommodate Other Contractors' Work, the Contract Sum and/or the
33 Contract Time will, when necessary, be adjusted by a Change Order.
34
35
36 • CLOSE-OUT DUTIES
37
38 • Mechanical & Electrical Equipment start-up:
39 • Comply with requirements specified in Section 01750.
40 • At completion of Work of each Subcontract, conduct inspection to assure that:
41 • Work is acceptable.
42 • Specified cleaning has been accomplished.
43 • Temporary Facilities and Debris have been removed from Site.
44

(Cont.)

- 1 • CLOSE-OUT DUTIES (Cont.)
- 2
- 3 • Substantial Completion:
- 4 • Conduct inspection and prepare list of Work to be completed or corrected.
- 5 • Assist Architect in inspection.
- 6 • Supervise correction and completion of Work as established in Architect's
- 7 Inspection Reports.
- 8 • Final Completion:
- 9 • Assist Architect in inspection.
- 10 • Comply with requirements specified in Section 01770.
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END OF SECTION

1 GENERAL

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- Pre-construction Meeting:
 - Owner's Representative will:
 - Schedule Meeting
 - Make physical arrangements for Meeting
 - Prepare Meeting Agenda
 - Preside at Meeting
 - Record, reproduce, and distribute copies of Minutes to:
 - Meeting participants
 - Parties affected by decisions made at Meeting
 - Periodic Progress Meetings and specially called Meetings throughout the progress of the Work:
 - Contractor shall:
 - Prepare Meeting agenda
 - Distribute Notice of each Meeting four days in advance of Meeting date
 - Make physical arrangements for Meetings
 - Preside at Meetings
 - Record Meeting minutes, including significant proceedings and decisions.
 - Reproduce and distribute copies of Minutes within 3 days after each Meeting to each of the following:
 - All Meeting participants
 - All parties affected by decisions made at Meeting
 - Architect
 - Owner's Representative
 - Representatives of Contractor, Subcontractors, and Suppliers attending Meetings shall be qualified and authorized to act on behalf of entity each represents.
 - Architect, other Design Consultants, and Owner's Representative may attend Meetings to ascertain that Work is expedited consistent with Contract Documents and Construction Schedules.
 - The Owner intends to Audio Record meeting in which a Owner Representative is present
- RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
- Summary of Work: Section 01110
- Construction Schedules: Section 01320
- PRE-CONSTRUCTION MEETING
 - Schedule within 15 days after date of Notice to Proceed.
 - Location: Central site, convenient for all parties, designated by Owner's Representative.

(Cont.)

- 1
2 • PRE-CONSTRUCTION MEETING (Cont.)
3
4 • Required Attendance:
5 • Owner's Representative
6 • Architect
7 • Design Consultants
8 • Contractor's Superintendent
9 • Major Subcontractors
10 • Major Suppliers
11 • Others as appropriate
12 • Minimum Agenda:
13 • Identify Owner's & Contractor's authorized Representatives
14 • Distribution and discussion of:
15 • List of major Subcontractors and Suppliers
16 • Projected Construction Schedules
17 • Critical work sequencing
18 • Major Equipment deliveries and priorities
19 • Project coordination
20 • Designation of responsible personnel
21 • Procedures and processing of:
22 • Field decisions
23 • Proposal requests
24 • Submittals
25 • Change Orders
26 • Applications for Payment
27 • Adequacy of Contract Documents distribution
28 • Procedures for maintaining Record Documents
29 • Use of premises:
30 • Office, Staging, Storage, and Work areas.
31 • Owner's requirements
32 • Construction Facilities, Controls, and Construction Aids.
33 • Temporary Utilities
34 • Safety and First-aid procedures
35 • Hazardous Materials
36 • Security procedures
37 • Housekeeping procedures
38 • Product recycling & Waste management
39 • Laboratory Testing Services
40
41
42 • PROGRESS MEETINGS
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44 • When appropriate, meetings shall be held at the Jobsite to coordinate the Work, answer
45 questions, and resolve problems.
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- PROGRESS MEETINGS (Cont.)
- The following shall attend:
 - General Contractor's Superintendent
 - Mechanical Contractor's Superintendent
 - Electrical Contractor's Superintendent
- Others with interest in Project may attend and shall attend when invited.
- Minimum Agenda:
 - Review and approval of previous meeting Minutes
 - Review Work progress since previous meeting
 - Field observations, problems, conflicts.
 - Problems which impede construction schedule
 - Review off-site fabrication and delivery schedules
 - Corrective measures and procedures to regain projected schedule
 - Revisions to Construction Schedule
 - Progress schedule during succeeding work period.
 - Coordination of schedules
 - Review submittal schedules; expedite as required.
 - Maintenance of quality standards
 - Pending changes and substitutions
 - Review proposed changes for:
 - Effect on Construction Schedule and on completion date
 - Effect on other Project Contracts
 - Other business
- PRE-INSTALLATION CONFERENCES
- When specified in individual Specification Section, convene Pre-installation Conference at Project site prior to commencing work.
- Require attendance of those specified.
- Notify Architect at least 4 days in advance of meeting date.
- Prepare Agenda, preside at Conference, and record and distribute Minutes.
- Minimum Agenda:
 - Contract Documents
 - Options
 - Related Change Orders
 - Products purchase, delivery, storage, & handling.
 - Shop Drawings, Product Data, & Samples, when required.
 - Compatibility of Products
 - Possible conflicts
 - Effects of Work on Progress Schedule
 - Weather limitations
 - Manufacturer's instructions and recommendations
 - Acceptability of Substrate

(Cont.)

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- PRE-INSTALLATION CONFERENCES (Cont.)
- Minimum Agenda: (Cont.)
 - Temporary Facilities
 - Work space and access
 - Governing regulations
 - Safety
 - Inspection and testing requirements
 - Maintenance requirements
 - Protection

END OF SECTION

1 GENERAL

2

- 3 • Prepare and submit to Architect estimated Progress Schedules for the Work, with Sub-
- 4 schedules of Related Activities which are essential to its progress.
- 5 • Revise Schedules when appropriate.
- 6 • If Contractor fails to deliver Schedule on time or properly update Schedule, Architect
- 7 may withhold Progress Payment approval until such time as Contractor complies with
- 8 these requirements.
- 9 • If, in Architect's opinion, Work progress falls behind approved Schedule, Contractor
- 10 shall take necessary action to regain lost time. Contractor shall increase Work amount,
- 11 or number of shifts, or establish overtime operations, or all three, and submit for review
- 12 Schedule revisions in which progress rate will be regained, all without additional cost
- 13 to the Owner.
- 14 • Contractor's failure to comply with these requirements shall be grounds for
- 15 determination that Contractor is not prosecuting Work with such diligence as will
- 16 insure Project completion within specified time. Upon such determination Owner may
- 17 terminate Contractor's right to proceed with Work, or any separable part thereof, in
- 18 accordance with General Conditions.
- 19 • The Contractor and all Subcontractors, Suppliers, and Manufacturers shall schedule
- 20 material deliveries and installations to conform to the Schedule, and provisions to this
- 21 effect shall be included in all Subcontracts.

22

23

24 • RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

25

- 26 • Summary of Work: Section 01110
- 27 • Project Meetings: Section 01315

28

29

30 • SCHEDULES

31

- 32 • Form: Bar Graph
- 33 • Horizontal Time Scale: Identify first Work Day of each Week.
- 34 • Scale and Spacing: Allow space for notations and future revisions.
- 35 • Headings: Include separate heading for each Specification Section Title and Section
- 36 Number listed in Project Manual Table of Contents.

37

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39 • SCHEDULE CONTENTS

40

- 41 • Construction Progress Schedule:
 - 42 • Show complete sequence of construction by activity, including any Work
 - 43 performed by Owner.
 - 44 • Show dates for beginning, and completion, of each major element of Work.

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(Cont.)

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- 1 • SCHEDULE CONTENTS (Cont.)
2
3 • Submittal Schedule for Shop Drawings, Product Data, and Samples:
4 • Show dates for Contractor's submittals.
5 • Show dates Submittals will be required for Owner-furnished Products.
6 • Show dates Approved Submittals will be required from the Architect.
7 • Products Delivery Schedule:
8 • Show delivery dates for Products furnished by Owner.
9
10
11 • SCHEDULE REVISIONS
12
13 • Indicate progress of each Activity up to date of each Schedule submission.
14 • Show changes occurring since previous Schedule submission, including the following:
15 • Major changes in scope
16 • Activities modified since previous submission
17 • Revised projections of progress and completion
18 • Other identifiable changes
19 • Provide a Narrative Report as needed to define:
20 • Problem areas, anticipated delays, and related impact on Schedule.
21 • Corrective action recommended, and expected effect.
22 • The effect of changes on schedules of other Prime Contractors.
23
24
25 • SUBMISSIONS
26
27 • Submit initial Schedule by or before Pre-construction Conference.
28 • Architect will review Schedules and return Review Copy within 10 days after receipt.
29 Architect's review will be for Schedule Format and Content only, and will not include
30 Schedule "achievability", which is Contractor's responsibility.
31 • If required, resubmit within 7 days after return of Review Copy.
32 • Submit revised Progress Schedules with each Application for Payment.
33 • Submit 2 approved opaque copies of each submission for Architect's permanent use.
34
35
36 • DISTRIBUTION
37
38 • Distribute copies of Schedules to:
39 • Jobsite file
40 • Subcontractors
41 • Architect
42 • Owner's Representative
43 • Other concerned parties
44 • Instruct recipients to report promptly to Contractor, in writing, any problems
45 anticipated by projections shown in Schedules.
46
47
- END OF SECTION

- 1 GENERAL
- 2
- 3 • Extent of Work:
- 4 • Submit Shop Drawings, Product Data, and Samples only for those Items
- 5 specifically required. The Architect will not be obligated to review Shop
- 6 Drawings, Product Data, or Samples other than those required by the Contract
- 7 Documents.
- 8 • Incomplete Submittals will be returned without review.
- 9 • Related Requirements specified Elsewhere:
- 10 • Definitions, and additional requirements; see General Conditions, Section
- 11 006000.
- 12 • Submittal Schedule:
- 13 • Designate in Construction Schedule, or in separate coordinated Schedule,
- 14 submission dates and dates that reviewed Shop Drawings, Product Data, and
- 15 Samples will be needed.
- 16
- 17
- 18 • SPECIAL REQUIREMENTS
- 19
- 20 • Shop Drawings:
- 21 • Identify Shop Drawing Details by reference to Drawing Sheet, Detail, Schedule,
- 22 or Room Number shown on Contract Drawings.
- 23 • Sheet Size: 8-1/2 x 11 inch, or folded to that size to facilitate filing.
- 24 • Add to Binder specified as Bindertek Heavy Duty Round 3-Ring Archival
- 25 Binder
- 26 • Product Data:
- 27 • Clearly mark each copy to identify pertinent Products.
- 28 • Show performance characteristics and capacities.
- 29 • Show dimensions and required clearances.
- 30 • Show wiring and piping diagrams, and controls.
- 31 • Manufacturer's standard schematic drawings and diagrams:
- 32 • Modify to delete information not applicable to Work.
- 33 • Supplement standard information to provide information specifically
- 34 applicable to Work.
- 35 • Samples:
- 36 • Size & Quantity: See respective Specification Sections.
- 37 • Show full range of color, texture and pattern.
- 38 • Deliver to Architect's office, unless otherwise specified.
- 39
- 40 • CONTRACTOR'S RESPONSIBILITIES
- 41
- 42 • Review and approve Shop Drawings, Product Data, and Samples prior to submission.
- 43 • Determine and verify:
- 44 • Field measurements
- 45 • Product Quantities
- 46 • Field construction criteria
- 47 • Catalog numbers and similar data
- 48 • Conformance with Specifications

- 1 • CONTRACTOR'S RESPONSIBILITIES (Cont.)
- 2
- 3 • Comply with Contract Documents.
- 4 • Coordinate each Submittal with requirements of Work.
- 5 • Notify Architect in writing, at submission time, of any deviations in Submittals from
- 6 Contract Document requirements.
- 7 • Perform no Work or Fabrication requiring Submittal until Architect approves
- 8 Submittal.
- 9
- 10
- 11 • SUBMISSION REQUIREMENTS
- 12
- 13 • Including attached Submittal Transmittal (CSI Form 12.1A), make submittals promptly
- 14 in accordance with approved Progress Schedule, and in such sequence as to cause no
- 15 Work delay.
- 16 • Quantity of submittals required:
- 17 • Shop Drawings:
- 18 • Submit 2 opaque copies for Architect's review (4 copies when
- 19 Architect's Consultants' review is required). Architect will return 1 copy
- 20 with comments and corrections. Contractor shall resubmit 2 copies of
- 21 corrected Drawings for Architect's permanent files.
- 22 • Product Data:
- 23 • Submit sufficient copies for Contractor's needs, plus 2 copies which will
- 24 be retained by Architect.
- 25 • Samples:
- 26 • Submit quantity stated in respective Specification Section.
- 27 • Submittal shall contain:
- 28 • Project Title and names of Contractor, Supplier, and Manufacturer, all visible
- 29 when Drawings are folded.
- 30 • Project identification complete with Specification Section number.
- 31 • Field measurements clearly identified as such.
- 32 • Applicable Standards, such as ASTM or Federal Specification numbers.
- 33 • Identification of deviations from Contract Documents.
- 34 • Identification of resubmittal revisions.
- 35 • At least 6x8 inch space on each page for Contractor's and Architect's Approval
- 36 Stamps.
- 37 • Contractor's Stamp, signed and certifying that Products, field measurements,
- 38 field construction criteria, and information submitted has been reviewed and
- 39 accepted by Contractor as accurate and conforming with Contract Documents.
- 40 Submittals not bearing Contractor's signed Approval Stamp will be returned
- 41 unreviewed.
- 42
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- 1 • RESUBMISSION REQUIREMENTS
2
3 • Make any corrections or changes in submittals required by Architect and resubmit until
4 approved.
5 • Shop Drawings and Product Data:
6 • Revise initial drawings or data, and resubmit as specified for initial submittal.
7 • Identify any changes made other than those requested by Architect.
8 • Samples:
9 • Submit new samples as required for initial submittal.
10
11
12 • ARCHITECT'S RESPONSIBILITIES
13
14 • Review submittals with reasonable promptness.
15 • Affix signature and indicate approval, or requirements for resubmittal.
16 • Return submittals to Contractor for distribution, or resubmission.
17
18
19 • ARCHITECT-FURNISHED COMPUTERIZED DATA
20
21 • Upon 48 hour advance notice, Architect will make 1 copy of Architect's Computerized
22 Data showing related portions of Architect's Drawings, available for Contractor's and
23 Subcontractors' use for the preparation of Shop Drawings.
24 • Delivery Method: Disk or E-Mail
25 • Cost to Contractor (Payable to Architect): None
26 • Liability:
27 • To the best of the Architect's belief and understanding, the submitted
28 information is accurate, however the Architect makes the Data available as a
29 convenience to the Contractor, and the Architect does not guarantee the
30 accuracy of the Drawings or the Dimensions thereon. The Contractor shall
31 verify the accuracy of the furnished information.
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37 END OF SECTION
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- 1
2 • RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
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4 • General Conditions: Section 006000
5 • Supplementary Conditions: Section 00800
6
7
8 • REFERENCED SPECIFICATIONS & STANDARDS
9
10 • Products or workmanship specified by Referenced Specification or Standard shall
11 comply with requirements of the Specification or Standard, except when more rigid
12 requirements are noted on Drawings, or are specified herewith, or are required by
13 governing Codes.
14 • Should Referenced Specification or Standard conflict with Contract Documents,
15 request clarification from Architect before proceeding with Work.
16 • Contractual relationships of Parties to Contract shall not be altered from those
17 described in Contract Documents by mention or inference in Referenced Specifications
18 or Standards.
19 • Except where a specific date is specified, the date of the Referenced Specification or
20 Standard is that in effect as of the date of the Owner-Contractor Agreement.
21
22
23 • TRADE ASSOCIATION REFERENCES
24
25 • See specific Specification Sections.
26
27
28 • REGULATORY AGENCIES REFERENCES
29
30 AASHTO American Association of State Highway & Transportation Officials
31 444 North Capital Street, N.W.
32 Washington, D.C. 20001
33 (202) 624-5800
34
35 ADA Americans with Disabilities Act
36 Equal Employment Opportunity Commission
37 U.S. Dept. of Justice
38 U.S. Government Printing Office
39 Mail Stop: SSOP
40 Washington D.C. 20402-9328
41
42 ANSI American National Standards Institute
43 1819 L St. NW - Suite 600
44 Washington DC 20036
45 (202) 293-8020
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• REGULATORY AGENCIES REFERENCES (Cont.)

- ASA American Standards Association
(Now known as ANSI: See above)
- ASTM ASTM International
Formerly known as American Society for Testing & Materials
100 Barr Harbor Dr.
West Conshohocken, PA 19428-2959
(610) 832-9585
- CPSC Consumer Product Safety Commission
National Injury Information Clearinghouse
5401 Westbard Ave. Rm. 625
Washington, DC 20207
(301) 492-6580
- CS Commercial Standards Commodities Division
Department of Commerce
Washington, D.C. 20006
- EPA US Environmental Protection Agency
Region 10 - The Pacific Northwest
1200 Sixth Ave.
Seattle, WA 98101
(206) 553-1200
- FM Factory Mutual Engineering & Research Corp
1151 Boston-Providence Turnpike
Norwood, MA 02062
(617) 762-4300
- Fed. Spec. Federal Specifications of US General Services Administration
Specifications & Consumer Information Distribution Sect. (WFSIS)
Washington Navy Yard, Bldg. 197
Washington, D.C. 20407
- IBC International Building Code published by
International Code Conference (ICC)
5203 Leesburg Pike - Suite 708
Falls Church, VA 22041
- IMC International Mechanical Code published by ICC
(See IBC above)

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• REGULATORY AGENCIES REFERENCES (Cont.)

- IPC International Plumbing Code published by ICC
(See IBC above)
- NBFU National Bureau of Fire Underwriters
85 John Street
New York, NY 10017
- NBS National Bureau of Standards
U.S. Dept. of Commerce
Quince Orchard & Clopper Rds.
Gaithersburg, MD 20878
(301) 975-2000
- NEC National Electric Code published by
National Fire Protection Association
- NFPA National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169
(617) 770-3000
- OSHA Occupational Safety & Health Administration
200 Constitution Ave. NW - Room N3468
Washington, DC 20210
(202) 693-2020
- PS Product Standards of Commodities Division
Department of Commerce
Washington, DC 20203
- USAS United States of America Standards Institute
(Now known as ANSI: See above)
- UL Underwriters Laboratories
333 Pfingsten Road
Northbrook, IL 60062
(312) 272-8800

END OF SECTION

1 RELATED SECTIONS

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- Testing Laboratory Services: Section 01453
- EXTENT OF WORK
- Contractor shall implement and maintain aggressive Quality Control Program conforming to the following requirements:
 - Monitor quality of all Work, including that of Subcontractors and Service Providers, to ensure that Work complies with Contract Documents.
 - Include compliance with currently approved Progress Schedule.
 - Include continuing inspections of Work.
- Responsibilities include, but are not limited to the following:
 - Prior to submission to Architect, and in compliance with requirements specified in Section 01330, review and approve Shop Drawings, Product Data, and Samples for compliance with Contract Documents.
 - Prior to starting Work, review appropriate Contract Drawings & Specifications, Shop Drawings, Product Data, Samples, and Contract Modifications, as well as affected Existing Conditions.
 - Work closely and cooperate with Architect, attend required Meetings, and execute decisions reached by Architect.
 - Assign and maintain at Jobsite, Supervisory Personnel acceptable to Owner, who have authority to act in Contractor's behalf at all times Work is being performed, including any Overtime Periods.
 - Schedule and coordinate inspections and tests with Regulatory Agency Inspectors and with Testing Agency Personnel.
 - Submit to Architect and Owner's Representative signed Reports of Inspections and Tests made by Building Officials, Special Inspectors, and any others performing inspections or tests.
 - Schedule and coordinate required Pre-Installation Conferences.
 - Assure that Record Documents, including those prepared by Subcontractors, are accurately maintained and up to date.
 - Schedule and coordinate specified System and Equipment demonstrations and training sessions for Owner's Personnel.
 - Make final inspections with Subcontractors of all Work to determine that Work is in compliance with Contract Documents. Prior to calling for Architect's and Owner's Substantial Completion and Final Inspections, verify that Work deficiencies discovered during Contractor's inspections have been satisfactorily corrected.
 - Unless otherwise directed, accompany Architect and Owner during their inspections.
 - Coordinate final closeout procedures, including those of Subcontractors, to assure compliance with procedures specified in Section 01770.

END OF SECTION

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REQUIREMENTS INCLUDED

- Establish and maintain Project Security Program to protect Work, Stored Products, and Construction Equipment against Theft and Vandalism.

RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

- Storage and Protection of Products: Section 01600

MAINTENANCE OF SECURITY

- Maintain Security Program throughout construction period, until Owner-occupancy or Owner-acceptance precludes the need for Contractor-security.

END OF SECTION

- 1
- 2 • GENERAL
- 3
- 4 • Materials and Equipment incorporated into Work shall:
- 5 • Conform to applicable Specifications and Standards.
- 6 • Comply with size, make, type, and quantity specified, unless otherwise
- 7 approved in writing.
- 8 • Manufactured and Fabricated Products:
- 9 • Manufacture like parts of duplicate units to standard sizes and gauges, and to be
- 10 interchangeable.
- 11 • Two or more items of same kind shall be identical, and by same Manufacturer.
- 12 • Products shall be suitable for service conditions.
- 13 • Equipment shall comply with capacity, sizes, and dimensions shown or
- 14 specified, unless otherwise approved in writing.
- 15 • Do not use Materials or Equipment for any purpose other than that for which designed
- 16 or specified.
- 17
- 18
- 19 • RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
- 20
- 21 • Summary of Work: Section 01110
- 22 • Shop Drawings, Product Data, & Samples: Section 01330
- 23 • Product Substitutions: Section 01630
- 24 • Cleaning: Section 01740
- 25
- 26
- 27 • CONTRACTOR'S OPTIONS
- 28
- 29 • For Products specified only by Referenced Standard, select any Product meeting
- 30 Standard.
- 31 • For Products specified by naming several Products, select any one complying with
- 32 Specifications.
- 33 • For Products specified by naming one or more Products and "or approved", select any
- 34 one specified Product or submit request for substitution as specified below.
- 35
- 36
- 37 • INAPPROPRIATE PRODUCTS & METHODS
- 38
- 39 • If Contractor believes that any specified Product, Method, or System is inappropriate
- 40 for use he shall, if possible, so notify Architect at least 5 Working Days prior to
- 41 Contract award, and if not possible such notice shall be given as soon as possible before
- 42 performing Work in question.
- 43 • If notice of objection is not received within the time limits specified above, it will be
- 44 assumed by the Owner that the Contractor agrees that the specified Products, Methods,
- 45 and Systems are not inappropriate for use on this Project.
- 46
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- 1 • QUANTITY OF PRODUCTS REQUIRED
2
3 • Whenever in Specifications a Product is referred to in singular number, such reference
4 shall include as many such Products as are shown on Drawings or are required to
5 complete the Work.
6
7
8 • MANUFACTURERS' INSTRUCTIONS
9
10 • Perform Work in accord with Manufacturers' instructions.
11 • Do not omit preparatory or installation procedures required by Manufacturer, unless
12 specifically modified or exempted by Contract Documents.
13 • When Contract Documents require Work to comply with Manufacturers' instructions,
14 obtain and distribute such instructions to parties performing work including 2 copies to
15 Architect. Maintain 1 set at jobsite during installation and until acceptance.
16 • Handle, install, connect, clean, condition, and adjust Products in strict accord with such
17 instructions and in conformance with specified requirements.
18 • Should job conditions or specified requirements conflict with Manufacturers'
19 instructions, consult Architect for further instructions.
20 • Do not proceed with Work without clear instructions.
21
22
23 • PRODUCT SUBSTITUTIONS
24
25 • Refer to Section 01630.
26
27
28 • TRANSPORTATION & HANDLING
29
30 • Arrange Product deliveries in accord with Construction Progress Schedule. Coordinate
31 to avoid conflict with work and site conditions.
32 • Deliver Products undamaged, in Manufacturer's original containers or packaging, and
33 with legible identifying labels intact.
34 • Immediately upon delivery, inspect shipments to assure compliance with Contract
35 Documents and approved Submittals requirements, and assure that Products are
36 properly protected and undamaged.
37
38
39 • STORAGE & PROTECTION
40
41 • Follow Manufacturer's instructions.
42 • Maintain Product Identity Labels intact.
43 • Store Products subject to weather-damage in weather-tight enclosures.
44 • Maintain Storage Room temperature and humidity within ranges required by
45 Manufacturer's instructions.
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- GENERAL
- Wherever a Material, Article, or piece of Equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance, and function. The substituted Product shall not be purchased or installed by the Contractor without the Architect's written approval.
- The Architect will be sole judge of acceptability of any proposed substitution.
- Only approved substitutions may be used on Contract Work.
- Each request for substitution approval shall include:
 - Identity of Product for which substitution is requested; include Specification page and line number.
 - Identity of substitution including complete Product description, drawings, photographs, performance and test data, and all other information necessary for evaluation.
 - Quality comparison of proposed substitution with specified Product.
 - Changes in other Work required because of substitution.
 - Effect on construction progress schedule.
 - Cost of proposed substitution compared with specified Product.
 - Any required license fees or royalties.
 - Availability of maintenance service.
 - Source of replacement materials.
 - Submitted on the Substitution Request Form 01 6023
- SUBSTITUTIONS DURING BIDDING PERIOD
- No request for substitution approval will be considered unless written request has been submitted on Standard Form bound hereinafter, and has been received by Architect at least 5 Working Days prior to Subbid submission dates.
- Requests must be hand-delivered, faxed, or mailed. (Note: Requests submitted without self-addressed and stamped envelope will not be individually acknowledged.)
- Architect will issue Addenda prior to Subbid submissions listing all approved substitutions.

(Cont.)

- 1 • SUBSTITUTIONS AFTER CONTRACT AWARD
- 2
- 3 • In accordance with General Conditions Article 3.4.2, approval will be granted only
- 4 when recommended by Architect, when approved by Owner, and when:
- 5 • Specified Product cannot be delivered without Project delay, or
- 6 • Specified Product has been discontinued, or
- 7 • Specified Product has been replaced by superior Product, or
- 8 • Specified Product cannot be guaranteed as specified, or
- 9 • Specified Product will not perform properly, or
- 10 • Specified Product will not fit within designated space, or
- 11 • Specified Product does not comply with governing codes, or
- 12 • Substitution will be clearly in Owner's interest.
- 13 • If and when approved, Architect will issue Change Order for Owner's signature
- 14 authorizing approved substitution and revising Contract Sum where appropriate.
- 15 • Owner will be entitled to deduct from the Contract Sum such amounts paid to Architect
- 16 for evaluating Substitution Requests after Contract award.
- 17
- 18
- 19 • CONTRACT COMPLIANCE
- 20
- 21 • Substitution approval does not relieve Contractor from responsibility for proper
- 22 execution of the Work and for compliance with other Contract requirements.
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END OF SECTION

- 1 • PART 1 - GENERAL
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- 4 • SECTION INCLUDES
- 5
- 6 • Perform all cutting, fitting, and patching, including related excavation or backfill
- 7 required to complete Work, and to:
- 8 • Make Work fit properly
- 9 • Integrate with other Work
- 10 • Uncover Work for installation of ill-timed Work
- 11 • Remove and replace defective and non-conforming Work
- 12 • Remove samples of installed Work for testing
- 13 • Provide penetrations through non-structural surfaces for Mechanical and
- 14 Electrical Work
- 15
- 16
- 17 • REQUIRED SUBMITTALS
- 18
- 19 • Submit written request for Cutting Approval to Architect well in advance of any cutting
- 20 which affects:
- 21 • Work of Owner or any separate Contractors
- 22 • Structural integrity of any completed or existing Work
- 23 • Waterproof integrity of any weather-exposed or moisture-resistant Work
- 24 • Efficiency, operational life, maintenance, or safety of any complete or existing
- 25 Work
- 26 • Visual qualities of any sight-exposed Work
- 27 • Request shall include:
- 28 • Project identification
- 29 • Location and description of affected Work
- 30 • Necessity for cutting or alteration
- 31 • Effect upon Owner's Work
- 32 • Effect upon other Contractors' Work
- 33 • Description of proposed Work including:
- 34 • Extent of cutting, patching, alteration, or excavation.
- 35 • Trades who will execute Work
- 36 • Products proposed for use
- 37 • Extent of required refinishing
- 38 • Alternatives to cutting and patching
- 39 • Cost proposal, when applicable.
- 40 • Written permission of any affected separate Contractor
- 41 • Submit written notice to Architect designating date and time Work will be performed.
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- 1 • PART 2 - PRODUCTS
2
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- 4 • MATERIALS
5
- 6 • Products similar to those specified elsewhere in this Project Manual:
7 • Follow those Specifications.
8 • Other Products:
9 • Follow Architect's instructions.
10
11
- 12 • PART 3 - EXECUTION
13
14
- 15 • EXISTING CONDITIONS
16
- 17 • Inspect existing conditions and identify Work subject to damage or movement caused
18 by proposed cutting and patching.
19 • After uncovering, inspect conditions affecting performance of Work.
20 • Report unsatisfactory and questionable conditions to Architect.
21 • Do not proceed with Work until Architect provides further instructions.
22
23
- 24 • PREPARATION
25
- 26 • Maintain adequate Temporary Support necessary to assure structural integrity of
27 affected Work.
28 • Protect other portions of Project Work against damage and discoloration.
29 • Protect Work exposed by cutting against damage and discoloration.
30
31
- 32 • PERFORMANCE
33
- 34 • Provide proper surfaces for patching and finishing.
35 • Employ qualified Installer or Fabricator to perform cutting and patching for:
36 • Weather-exposed or moisture-resistant surfaces.
37 • Sight-exposed finished surfaces.
38 • Cut Concrete and other Rigid Materials with Masonry Saw or Core Drill. Do not over-
39 cut at Corners.
40 • Restore cut or removed Work with new Products to provide Work complete in
41 accordance with Contract Documents. Maintain any original Fire-resistance Rating.
42 • Fit Work air-tight to Pipes, Sleeves, Ducts, Conduits, and other surface penetrations.
43 • Where patching occurs, refinish entire surface to provide even finish to match adjacent
44 Work as follows:
45 • Continuous Surfaces: Refinish to nearest Intersection or Joint.
46 • Assemblies: Refinish entire Unit.
47
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- 1 • PART 3 - EXECUTION
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4 • CUTTING STRUCTURAL FRAMING
5
6 • Exposed Members, including any Columns & Posts:
7 • Not permitted, unless shown on Drawings or otherwise pre-approved.
8 • Concealed Horizontal Lumber Framing Members:
9 • Notches Prohibited:
10 • In Tension Edge of nominal 4 inch or deeper Members, except at
11 Member Ends.
12 • In middle 1/3 of Member length.
13 • Greater than 1/4 of Member depth at Member Ends, and greater than 1/6
14 of Member depth elsewhere.
15 • Cover Notches with Metal Plate; Simpson SS Stud Shoe, or approved.
16 • Bored Holes prohibited:
17 • Greater than 1/3 of Member depth.
18 • Within 2 inches of Member top or bottom.
19 • Cover Member edge at Bored Holes with Metal Plate; Simpson NS Nail
20 Stopper, or approved.
21 • Concealed Lumber Wall Framing Members:
22 • Maximum Notching Depth:
23 • At Exterior & Bearing Walls: 25% of Member width.
24 • At all other locations: 40% of Member width.
25 • Cover Notches with Metal Plate; Simpson SS Stud Shoe, or approved.
26 • Bored Holes Prohibited:
27 • Within 5/8 inch of Member edge.
28 • Within same section as Cut or Notch.
29 • Maximum Size of Bored Holes:
30 • At Bearing Walls: 40% of Member width.
31 • At all other locations: 60% of Member width.
32 • Cover Stud edge at Bored Hole with Metal Plate; Simpson NS Nail Stopper, or
33 approved.
34 • Trusses & Plywood Web Joists:
35 • Do not cut, notch, or drill Chord Members.
36 • Cut or drill Plywood Webs only in compliance with Joist Manufacturer's
37 instructions.
38
39
40 • CLEANING & REPAIRING
41
42 • Including Work of other Trades, clean, repair and touch-up, or replace when directed,
43 Products which have been soiled, discolored, or damaged by work of this Section.
44 • Remove Debris from Project Site upon work completion or sooner, if directed.
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- END OF SECTION

1 PART 1 - GENERAL

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- EXTENT OF WORK

- Execute Cleaning and Trash removal during Work progress; and at Work completion; as required by Contract Conditions, and as specified herein.

- RELATED WORK SPECIFIED IN OTHER SECTIONS

- Cleaning specific Products or Work: See respective Specification Sections.

- ALTERNATES

- Refer to Section 01200 for possible effect upon Work of this Section.

- REGULATORY AGENCY REQUIREMENTS

- Comply with governing Codes, Regulations, Ordinances, and Antipollution requirements.

- PART 2 - PRODUCTS

- CLEANING MATERIALS

- Use only those which will not create hazards to health or property, and which will not damage Surfaces.

- Use only those recommended by Manufacturer of Surface to be cleaned.

- Use only on Surfaces recommended by Cleaning Material Manufacturer.

- PART 3 - EXECUTION

- GENERAL

- Follow Cleaning Material and Surface Manufacturers' instructions.

- 1 • PART 3 - EXECUTION
2
3 • DURING CONSTRUCTION
4
5 • Periodically, and when directed by Architect, clean to maintain Work, Site, and
6 adjacent Properties free from accumulations of Waste, Rubbish, and Windblown
7 Debris, resulting from Construction Operations.
8 • Provide on-site Containers for collection of Waste, Debris, and Rubbish.
9 • Periodically remove Waste, Debris, and Rubbish; legally dispose of away from Project
10 Site.
11
12
13 • DUST CONTROL
14
15 • Clean Interior Surfaces prior to painting, and continue cleaning as needed until painting
16 is complete.
17 • Schedule cleaning so that resultant Dust and Contaminants will not fall on wet or
18 newly-coated Surfaces.
19 •
20 •
21 • FINAL CLEANING
22
23 • Remove Waste, Debris, and Surplus Material from Project Site and Adjacent Property.
24 • Clean Grounds as follows:
25 • Paved Surfaces: Remove Stains, Spills, and Foreign Substances; and hose-
26 clean.
27 • Other Surfaces: Rake-clean.
28 • In addition to debris-removal and cleaning specified in other Sections, clean exposed-
29 to-view Exterior and Interior Surfaces.
30 • Employ skilled Workers to perform cleaning.
31 • Remove any Temporary Protection and Labels not required to remain.
32 • From sight-exposed Exterior and Interior Surfaces, remove Grease, Adhesive, Mastic,
33 Paint, Dust, Dirt, Stains, Fingerprints, and other Foreign Substances.
34 • Clean Glazing, including any Mirrors.
35 • Polish Glossy Surfaces to clear shine.
36 • Vacuum-clean Carpet and similar Soft Materials.
37 • Clean Equipment Surfaces, and remove excess Lubricants.
38 • Clean and sanitize Food Service Equipment, Appliances, and, Plumbing Fixtures.
39 • Ventilating System, if used during construction:
40 • Ducts, Blowers, Coils, Etc.: Clean
41 • Disposable Filters: Replace
42 • Permanent Filters: Clean
43 • Clean Lighting Fixtures and Lamps.
44 • Remove Waste, Debris, and Foreign Substances from Roof and Roof Drainage System.
45 • Maintain Structure and Components clean until Project Substantial Completion.
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END OF SECTION

- 1 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
2
3 • Record Documents: Section 01820
4 • Operating & Maintenance Data: Section 01830
5 • Mechanical Work: Div. 15
6 • Electrical Work: Div. 16
7
8
9 • ADVANCE NOTICES
10
11 • Notify Architect's and Owner's Representatives at least 5 working days prior to
12 specified Tests and Inspections.
13
14
15 • GENERAL
16
17 • Coordinate start up schedules for all Equipment and Systems.
18 • Verify that:
19 • Each piece of Equipment or System has been checked for proper Lubrication,
20 Drive Rotation, Belt Tension, Control Sequence, and other Conditions which
21 could damage Equipment or Systems.
22 • Tests, Meter Readings, and specified Electrical Characteristics agree with those
23 required by Equipment or System Manufacturer.
24 • Equipment and Systems Wiring and Support Components are complete, and
25 have successfully passed all required Tests.
26 • Submit copies of all required Inspections and Tests to Architect's and Owner's
27 Representatives.
28 • Certify in writing that Equipment and Systems are properly installed and correctly
29 functioning.
30
31
32 • START UP REQUIREMENTS
33
34 • Execute start up in accordance with Contract Specifications and Manufacturers'
35 instructions.
36 • When so specified, require Manufacturers' authorized Representatives to inspect and
37 approve Equipment and Systems prior to start up, and to supervise placing Equipment
38 and Systems in operation.
39 • Prior to testing, Contractor shall complete Adjusting and Balancing requirements
40 specified in Division 15.
41
42
43 • FUNCTIONAL TESTING
44
45 • Comply with Specifications requirements.
46

(Cont.)

- 1 • FUNCTIONAL TESTING (Cont.)
2
3 • Perform required Tests in presence of Architect's and Owner's authorized
4 Representatives.
5 • Conduct Tests under specified Design Operating Conditions.
6 • Tests shall clearly demonstrate that the Equipment and Systems comply with
7 Specifications, including proper installation, adjustment, calibration, and connections.
8 • Perform Tests in the following sequence:
9 • Test Equipment individually.
10 • Test Equipment Subsystems separately.
11 • Test complete Systems.
12 • Test Interties with other Systems.
13 • Obtain Architect's and Owner's written certification of acceptable Tests.
14 • Contractor shall furnish all required Testing Equipment and Materials.
15
16
17 • PERFORMANCE TESTING
18
19 • Immediately upon written acceptance of Functional Tests, operate Equipment and
20 Systems for at least 30 consecutive days to demonstrate that Equipment and Systems
21 comply with specified Performance Requirements.
22 • In event of Performance Test failure, immediately discontinue 30 day Test, make
23 necessary repairs, adjustments, or replacements, and repeat 30 day Test.
24 • Satisfactory completion of 30 day Performance Test does not relieve Contractor of
25 Contract Warranty requirements.
26 • Systems and Equipment to be tested include, but are not limited to:
27 • Equipment:
28 • Mechanical:
29 • Irrigation
30 • Fire Protection
31 • Plumbing
32 • Heating, Ventilating, & Air Conditioning
33 • Controls
34 • Electrical:
35 • Power
36 • Lighting
37 • Fire Detection & Alarm Systems
38
39
40 • TESTING PROCEDURES APPROVAL
41
42 • At least 30 calendar days prior to starting Tests, prepare and submit, for Architect's and
43 Owner's approval, detailed description of Contractor's proposed Testing Procedures.
44 Do not begin Tests until Procedures have been approved.
45
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- 1 • DOCUMENTING TESTS
- 2
- 3 • Contractor shall prepare Check-off Sheet(s) for each Component of each System.
- 4 • In addition to Test results, Check-off Sheets shall include the following:
 - 5 • Project Name
 - 6 • Equipment/System Item
 - 7 • Tag Number
 - 8 • Description
 - 9 • Calibration
 - 10 • Manufacturer & Model
 - 11 • Installation Bulletin
 - 12 • Specification Page and Line Number
 - 13 • Test Conductors' identities and signatures
 - 14 • Space for Architect's & Owner's signature of acceptance
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END OF SECTION

1 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

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- Partial Owner Occupancy: Section 00 6000
 - Cleaning & Trash Removal: Section 01740
 - Equipment & Systems Start Up: Section 01750
 - Warranties & Bonds: Section 01780
 - Record Documents: Section 01820
 - Operating & Maintenance Data: Section 01830
- SUBSTANTIAL COMPLETION INSPECTION
- When Contractor considers Work substantially complete, as defined in General Conditions, he shall submit to the Architect's Representative:
 - Written notice that Work, or designated portion thereof, is substantially complete.
 - List of Items to be completed or corrected.
 - Architect will, as soon as possible thereafter, make inspection to determine completion status.
 - If Architect's Representative should determine that Work is not substantially complete:
 - Architect's Representative will promptly notify Contractor in writing, giving reasons therefore.
 - Contractor shall remedy Work deficiencies, and send second notice of substantial completion to Architect's Representative.
 - Architect's Representative will reinspect Work.
 - When Architect's Representative concurs that Work is substantially complete, Architect's Representative will:
 - Prepare Certificate of Substantial Completion using AIA Document G704, accompanied with Contractor's list of items to be completed or corrected, as verified and amended by Architect.
 - Submit Certificate to Owner and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.
- FINAL INSPECTION
- When Contractor considers Work complete, he shall submit written certification that:
 - Contract Documents have been reviewed.
 - Contractor has inspected Work for compliance with Contract Documents.
 - Work has been completed in accordance with Contract Documents.
 - Equipment and Systems have been tested in presence of Owner's Representative and are operational.
 - Work is complete and ready for final inspection.
 - Architect's Representative will inspect Work to verify completion status as soon as possible after receipt of Contractor's Certification.

(Cont.)

- 1 • FINAL INSPECTION (Cont.)
- 2
- 3 • If Architect's Representative should consider Work incomplete or defective:
- 4 • Architect's Representative will promptly notify Contractor in writing, listing
- 5 incomplete or defective Work.
- 6 • Contractor shall immediately remedy deficiencies, and send second written
- 7 certification to Architect's Representative that Work is complete.
- 8 • Architect's Representative will reinspect Work.
- 9 • When Architect's Representative finds Work acceptable under Contract Documents, he
- 10 will request Contractor to make closeout submittals.
- 11
- 12
- 13 • REINSPECTION FEES
- 14
- 15 • Architect's Representative will make 1 Substantial Completion Inspection to determine
- 16 any Work Deficiencies and 1 Final Completion Inspection to ascertain that Deficiencies
- 17 have been satisfactorily completed.
- 18 • If Architect's Representative should be required to make more than 2 Inspections:
- 19 • Contractor will compensate Architect's Representative for such additional
- 20 services.
- 21 • Architect's Representative 's time at current Billing Rates.
- 22 • Architect's Representative 's Employees' time at current Billing Rates.
- 23 • Others at direct cost incurred.
- 24 • Charges will be made for necessary travel time, inspection time,
- 25 inspection report writing time; commercial air fare; room and board; and
- 26 all other expenses incurred in making inspections.
- 27
- 28
- 29 • EVIDENCE OF PAYMENTS & RELEASE OF LIENS
- 30
- 31 • Contractor shall submit the following:
- 32 • Contractor's Affidavit of Payment of Debts and Claims, AIA Doc. G706.
- 33 • Contractor's Affidavit of Release of Liens, AIA Doc. G706A including the
- 34 following:
- 35 • Consent of Contractor's Surety, if any, to Final Payment, AIA Doc.
- 36 G707.
- 37 • Contractor's Release or Waiver of Liens.
- 38 • Separate releases or waivers of lien for Subcontractors, Suppliers, and
- 39 others with lien rights against Owner's Property, together with list of
- 40 those parties.
- 41 • Sign and execute all Submittals, before delivery to Architect's Representative.
- 42
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- 1 • CONTRACTOR'S CLOSEOUT SUBMITTALS TO ARCHITECT
2
3 • Completion of Operations: See Section 00 6000
4 • Certificate of Insurance for Products: See Section 008000
5 • Project Record Documents: See Section 01820
6 • Owner's Operating & Maintenance Manual: See Section 01830
7 • State Elevator Acceptance Certificate
8 • Certificate of Domestic Water Disinfection
9 • Building Official's Certificates of Inspections
10 • Building Official's Certificate of Occupancy
11
12 • SPARE PARTS & MAINTENANCE MATERIALS SUBMITTALS TO OWNER
13
14 • Specific Requirements: See Specification Sections
15 • Products: Identical to those included in Project Work
16 • Storage Location: On Project premises where directed by Owner
17 • Required Submittals:
18 • Extra Acoustic Tile: See Section 09500
19 • Extra Paint: See Section 09900
20 • Others required by Specifications
21
22
23 • DEMONSTRATIONS
24
25 • Instruct Owner in operation of all Systems and Equipment in accordance with Section
26 01830.
27
28 • FINAL ADJUSTMENT OF ACCOUNTS
29
30 • Submit final statement of accounting to Architect, including the following:
31 • Original Contract Sum
32 • Additions and deductions resulting from:
33 • Previous Change Orders
34 • Other adjustments
35 • Deductions for uncompleted Work
36 • Total Contract Sum, as adjusted
37 • Previous payments
38 • Sum remaining due
39
40 • Architect will prepare and issue final Change Order, reflecting approved adjustments to
41 Contract Sum not previously made by Change Orders.
42
43 • FINAL APPLICATION FOR PAYMENT
44
45 • Follow procedures specified in Section 01295.
46
47
- END OF SECTION

- 1
- 2 • REQUIREMENTS INCLUDED
- 3
- 4 • Compile specified Bonds, if any, and Warranties.
- 5 • Compile specified Service and Maintenance Contracts.
- 6 • Review submittals to verify compliance with Contract Documents.
- 7
- 8
- 9 • RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
- 10
- 11 • Payment Bonds: Section 00 6113
- 12 • Performance Bonds: 00 6613
- 13 • General Warranty for Construction: Section 006000
- 14 • Contract Closeout: Section 01770
- 15 • Operating & Maintenance Data: Section 01830
- 16 • Warranties or Bonds required for Specific Products: See respective Specification
- 17 Sections
- 18
- 19 • REQUIRED SUBMITTALS
- 20
- 21 • Assemble Bonds, Warranties, and Service & Maintenance Contracts executed by
- 22 Contractor, and each of respective Manufacturers, Suppliers, and Subcontractors.
- 23 • Number of Original Signed Copies Required: Provide 1 for each volume of Owner's
- 24 Operating & Maintenance Manual specified in Section 01830.
- 25 • Table of Contents: Neatly type in orderly sequence.
- 26 • Provide complete information for each of the following:
- 27 • Product or Work Item
- 28 • Firm, with name of Principal, Address, and Telephone Number
- 29 • Beginning date and duration of Bond, Warranty, or Service & Maintenance
- 30 Contract.
- 31 • The following information for Owner's Personnel:
- 32 • Procedure in event of failure or malfunction.
- 33 • Instances which affect Bond, Warranty, or Service & Maintenance
- 34 Contract.
- 35 • Contractor, name of responsible Principal, Address, and Telephone Number.
- 36
- 37
- 38 • SUBMITTAL FORM
- 39
- 40 • Punch sheets for standard 3-ring Binder.
- 41 • Size: 8-1/2 x 11 inches
- 42 • Fold larger sheets to fit into Binder.
- 43 • Binder will be Bindertek Heavy-Duty 3 Ring Archival Binder, 3 inch Spine
- 44 • Cover: Identify each Packet with printed title "WARRANTIES & BONDS".
- 45 • List:
- 46 • Title of Project
- 47 • Name of Contractor
- 48

- 1 • SUBMITTAL LOCATION
- 2
- 3 • Bind into Owner's Operating & Maintenance Manuals specified in Section 01830.
- 4
- 5
- 6 • SUBMITTAL TIME
- 7
- 8 • See Section 01830.
- 9
- 10
- 11 • MANUFACTURER'S WARRANTIES
- 12
- 13 • In addition to Contractor's Warranty, Manufacturers' Warranties shall pass to Owner
- 14 and shall not take effect until affected Work has been accepted in writing by Owner.
- 15
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20 END OF SECTION

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2 • GENERAL
3
4 • Maintain at Project Site for Owner, 1 record copy of:
5 • Contract Drawings & Specifications
6 • Addenda
7 • Change Orders & other Contract Modifications
8 • Field Orders & other Written Instructions
9 • Approved Shop Drawings, Product Data, & Samples.
10 • Field Test Reports
11
12
13 • RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
14
15 • Contract Conditions: Sections 005000 & 006000
16 • Shop Drawings, Product Data, & Samples: Section 01330
17 • Operating & Maintenance Data: Section 01830
18
19
20 • MAINTENANCE OF DOCUMENTS & SAMPLES
21
22 • Store in Contractor's Field Office apart from Documents used for Construction.
23 • Provide Files, Shelving, and Cabinets necessary to safely and securely store Documents
24 and Samples.
25 • Maintain Documents clean, dry, legible, and in good order.
26 • Do not use Record Documents for Construction purposes.
27 • Make Documents available at all time for Architect's inspection.
28 • Architect will monitor Record Documents prior to each Contractor's Application for
29 Payment. Up-to-date Record Documents are prerequisite to acceptance and approval of
30 Payment Application.
31 • Use
32
33 • DRAFTER'S QUALIFICATIONS
34
35 • Drafting must be accurate and legible.
36 • If Architect deems submitted Drafting to be unacceptable, redraft until acceptable at no
37 additional cost to Owner.
38
39
40 • WORK SET MARKING DEVICES
41
42 • Type: Waterproof soft-tip
43 • Color Code, unless otherwise directed or approved:
44 • Green: Document changes
45 • Red: Work deleted
46 • Other Contrasting Color: Revised Dimensions and other Notations
47
48

- 1
2 • RECORD DRAWINGS
3
4 • Maintain 1 complete set of Black-line or Blue-line Prints of Contract Drawings as
5 Work-set; use Marking Devices specified above to record all Contract changes.
6 • Show actual conditions where installation varies substantially from Work shown on
7 Drawings. Give particular attention to Concealed Work that would be difficult or
8 impossible to record at later date. Record Backing and other Concealed Items required
9 for installation of Future Work by Owner.
10 • Mark whichever Contract Drawing or Shop Drawing is most appropriate and most
11 capable of accurately and clearly showing actual "field conditions". Where Shop
12 Drawings are used to record changes, record cross-reference on appropriate Contract
13 Drawing.
14 • Where applicable, indicate Change Order numbers with each Change.
15 • Note related Specification or Product Data revisions, where applicable.
16 • Upon Work completion, transfer Recorded Information for submission to Owner as
17 follows:
18 • Div. 15 & 16 Work: Computer Disc
19 • Other Work: 1 additional clean set of Black-line or Blue-line Prints
20 • Contractor may retain Work-set for his Records.
21
22
23 • RECORD SPECIFICATIONS
24
25 • Maintain 1 complete copy of Project Manual including Specifications; any Addenda;
26 and other Written Documents such as Change Orders, Supplemental Instructions, and
27 similar written Modifications issued during course of Work.
28 • Mark Documents to show actual conditions where installation varies substantially from
29 specified Work. Give particular attention to Concealed Work that would be difficult or
30 impossible to record at later date.
31 • Note related Record Drawing and Product Data revisions, where applicable.
32
33
34 • RECORD PRODUCT DATA
35
36 • Maintain 1 copy of each Product Data submittal.
37 • Mark documents to show actual conditions where installation varies substantially from
38 Contract Specifications or Drawings. Include any variations in installed Products or in
39 Manufacturer's installation instructions. Give particular attention to Concealed Work
40 that would be difficult or impossible to record at later date.
41 • Note related Record Drawing and Specifications revisions, where applicable.
42
43
44 • RECORD SAMPLES
45
46 • Immediately prior to Substantial Completion date, Contractor shall coordinate with
47 Architect to determine which, if any, Contractor-maintained Samples shall be submitted
48 for Owner's permanent record.

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- RECORDING
- Label each Document PROJECT RECORD in neat, large, printed letters.
- Record Information concurrently with Construction progress.
- Do not conceal any Work until required Information is recorded.
- Legibly mark Drawings to record the following Actual Construction:
 - Depth of Foundation Elements in relation to adjacent Ground Floor elevation.
 - Horizontal and Vertical Locations of Underground Utilities and Appurtenances, referenced to permanent Surface Improvements.
 - Location of Internal Utilities and Appurtenances concealed in Construction, referenced to visible and accessible Features of Structure.
 - Field Changes of Dimensions and Details.
 - Changes made by Change Order or Field Order.
 - Details not shown on original Contract Drawings.
- Legibly mark Specifications and any Addenda to record the following:
 - Manufacturer, Trade Name, Catalog Number, and Supplier of each Product actually installed.
 - Changes made by Change Order or Field Order.
- SUBMITTAL
- Organize Record Documents into manageable Sets, bind together with durable Cover Sheet, and print on Cover of each Set the following:
 - Project title
 - Date
 - Contractor's Name & Address
 - Title and number of each Record Document
 - Name of Person who prepared Sheet
 - Signature of Contractor or his authorized Representative
- Submit to Architect for forwarding to Owner.

END OF SECTION

- 1
2 • GENERAL
3
4 • Compile Product Data and related Information appropriate for Owner's maintenance
5 and operation of Products furnished under Contract.
6 • Prepare as specified herein and in other Specification Sections.
7 • Instruct Owner's Personnel in maintenance of Products and in operation of Equipment
8 and Systems.
9
10
11 • RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
12
13 • Shop Drawings, Product Data, & Samples: Section 01330
14 • Equipment & Systems Start Up: Section 01750
15 • Contract Closeout: Section 01770
16 • Warranties & Bonds: Section 01780
17 • Project Record Documents: Section 01820
18
19
20 • QUALITY ASSURANCE
21
22 • Data preparation shall be done by Personnel:
23 • Trained and experienced in maintenance and operation of described Products.
24 • Completely familiar with requirements of this Section.
25 • Sufficiently skilled as Technical Writer to communicate essential data.
26 • Sufficiently skilled as Drafter to competently prepare required Drawings.
27
28
29 • FORM OF SUBMITTALS
30
31 • Prepare Data in form of Instructional Manual for use by Owner's Personnel.
32 • Format:
33 • Size: 8-1/2 x 11 inches
34 • Paper for Typing:
35 • Minimum Weight: 20 lb.
36 • Color: White
37 • Text: Manufacturer's printed data or neatly typed
38 • Drawings:
39 • Reinforce edges against tear-out.
40 • Bind-in with Text.
41 • Fold larger Drawings to match size of Text pages.
42 • Provide Fly-leaf for each separate Product.
43 • Identify each Fly-leaf with Labeled Tabs.
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- 2 • BINDERS
- 3
- 4 • Bindertek Heavy Duty Round 3-Ring Archival Binder 3 inch Spine.
- 5 • Maximum Thickness is 3 inches. Where necessary, split Data into 2 or more Volumes,
- 6 and assemble Data into related consistent groupings.
- 7 • At Binder Face & Spline: Identify each Volume with typed or printed title "Operating
- 8 and Maintenance Instructions", and list:
- 9 • Project Title and Owner's Project Number (if any)
- 10 • Identity of general subject matter contained in Manual
- 11
- 12
- 13
- 14 • MANUAL CONTENT, GENERAL
- 15
- 16 • Neatly typewritten Table of Contents for each Volume, arranged in systematic order.
- 17 • List:
- 18 • Contractor, name of responsible Principal, address, and telephone number.
- 19 • Each Product including name, address, and telephone number of:
- 20 • Subcontractor or Installer
- 21 • Recommended Maintenance Contractor
- 22 • Local source for Replacement Parts
- 23 • Product name and other Identifying Symbols as set forth in Contract
- 24 Documents.
- 25 • Product Data:
- 26 • Include only those Sheets which are pertinent to specific Product.
- 27 • Annotate each Sheet to:
- 28 • Clearly identify specific Product or Part installed.
- 29 • Clearly identify Data applicable to installation.
- 30 • Delete references to inapplicable Data.
- 31 • Drawings:
- 32 • Supplement Product Data with Drawings where necessary to clearly illustrate:
- 33 • Relations of Component Parts
- 34 • Control and Flow Diagrams
- 35 • Do not use Project Record Documents as Maintenance Drawings.
- 36 • Written Text:
- 37 • Provide where necessary to supplement Product Data and Drawings.
- 38 • Write all text in English.
- 39 • Organize in consistent format under separate headings for different procedures.
- 40 • Provide logical sequence of instructions for each procedure.
- 41 • Warranties, Bonds, & Maintenance Contracts:
- 42 • Provide copy of each.
- 43 • Include the following:
- 44 • Proper procedures in event of failure.
- 45 • Instances which might affect validity of Warranties, Bonds, or
- 46 Contracts.
- 47
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- 1
2 • MANUAL FOR ARCHITECTURAL MATERIALS & FINISHES
3
4 • Include the following Manufacturer's data:
5 • Catalog Number, Size, & Composition.
6 • Color & Texture designations.
7 • Required Reordering Information.
8 • Recommended Cleaning Materials & Methods.
9 • Cautions against detrimental Cleaning Materials & Methods.
10 • Recommended Cleaning & Maintenance Schedule.
11 • Submit specified information for the following:
12
13 • Acoustic Tile: Section 09500
14 • Resilient Flooring: Section 09650
15 • Painting & Finishing: Section 09900
16
17 • MANUAL FOR WEATHER PROTECTION MATERIALS
18
19 • Include the following Manufacturer's data:
20 • Instructions for Inspection, Maintenance, & Repair.
21 • Submit specified information for the following Products:
22 • Shingles: Section 07310
23 • Single Ply Roofing: Section 07530
24 • Roof Accessories: Section 07720
25 • Joint Sealants: Section 07920
26
27 • MANUAL FOR MECHANICAL EQUIPMENT & SYSTEMS
28
29 • Include the following Manufacturer's data:
30 • Description of Unit and Component Parts including:
31 • Function, normal operating characteristics, and limiting conditions.
32 • Performance curves, engineering data, and tests.
33 • Complete nomenclature and commercial number of replaceable parts.
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- 1
2 • MANUAL FOR MECHANICAL EQUIPMENT & SYSTEMS (Cont.)
3
4 • Include the following Manufacturer's data: (Cont.)
5 • Operating procedures including:
6 • Start-up, break-in routine, and normal Operating Instructions.
7 • Regulation, control, stopping, shut-down, and emergency instructions.
8 • Summer and winter operating instructions.
9 • Special operating instructions.
10 • Maintenance procedures including:
11 • Routine operations.
12 • Trouble-shooting guide.
13 • Disassembly, repair, and reassembly.
14 • Alignment, adjusting, and checking.
15 • Servicing and lubricating schedule, including recommended Lubricants.
16 • Manufacturer's printed operating and maintenance instructions.
17 • Control Systems operation sequences.
18 • Parts list, illustrations, assembly drawings, and diagrams necessary for
19 maintenance, including:
20 • Life expectancy of Parts subject to wear.
21 • Items recommended to be stocked as Spare Parts.
22 • As-installed Control Systems diagrams.
23 • Color-Code Legend, if any.
24 • Valve Tag Number Chart, with location and function of each Valve.
25 • Submit specified information for the following:
26 • Mechanical Equipment specified in Division 15.
27
28
29
30 • MANUAL FOR ELECTRICAL EQUIPMENT & SYSTEMS
31
32 • Include the following Manufacturer's data:
33 • Description of unit and component parts including:
34 • Function, normal operating characteristics, and limiting conditions.
35 • Performance curve, engineering data and tests.
36 • Complete nomenclature and commercial number of replaceable parts.
37 • Panelboard Circuit Directories indicating:
38 • Electrical service.
39 • Controls.
40 • Communications, if any.
41 • As-installed wiring Color-Code Legend, if any.
42 • Operating procedures, including:
43 • Routine and normal operating instructions.
44 • Sequences required.
45 • Special operating instructions.

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2 • MANUAL FOR ELECTRICAL EQUIPMENT & SYSTEMS (Cont.)
3
4 • Include the following Manufacturer's data: (Cont.)
5 • Maintenance procedures including:
6 • Routine operations.
7 • Trouble-shooting guide.
8 • Disassembly, repair, and reassembly.
9 • Adjustment and checking.
10 • Manufacturer's printed operating and maintenance instructions.
11 • Parts List, including current prices, and recommended spare parts to be
12 maintained in storage.
13 • Submit specified information for the following:
14 • Electrical Equipment specified in Divisions 15, & 16.
15
16
17
18 • SUBMITTAL SCHEDULE
19
20 • Submit to Architect, in final form, 1 copy of complete data 15 days prior to Final
21 Completion Inspection.
22 • Copy will be returned with comments.
23 • Resubmit 2 copies in approved final form, within 10 days following Final Inspection.
24
25
26 • INSTRUCTION OF OWNER'S PERSONNEL
27
28 • Prior to Final Project Acceptance, instruct Owner's personnel in necessary operation,
29 adjustment, and maintenance of Products, Equipment, and Systems.
30 • Operating & Maintenance Data specified herein shall be used as Training Manual.
31 Trainers shall review Manual contents with Owner's Personnel in detail as required to
32 clearly explain all aspects of Equipment and Systems operation and maintenance.
33 • Training:
34 • Location: At Project Site.
35 • Training shall be performed by experienced and Factory-trained Personnel,
36 whose qualifications shall be approved by Architect and Owner prior to start of
37 Training period.
38 • Training shall continue until Owner decrees that Personnel are adequately
39 trained.
40 • Provide Owner with Video Tape complete with Audio Sound Track of all
41 Training Sessions for Owner's future use. Tape need not be prepared by
42 professional Videographer, but presentation quality must be acceptable to
43 Owner and be suitable for intended purpose.
44 • At least 48 hours prior to Training Meeting, notify Architect of Meeting time
45 and location.
46
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48

END OF SECTION

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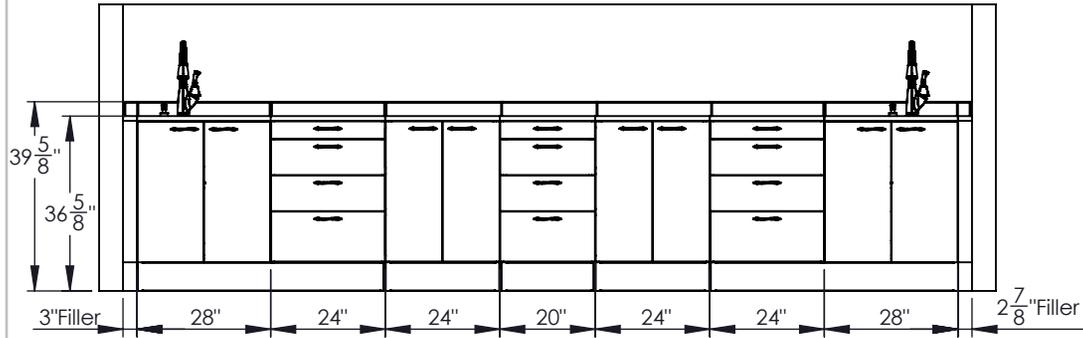
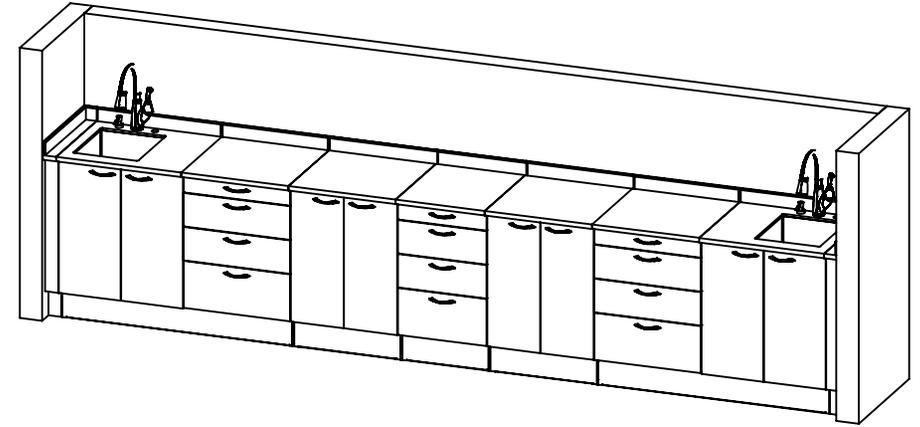
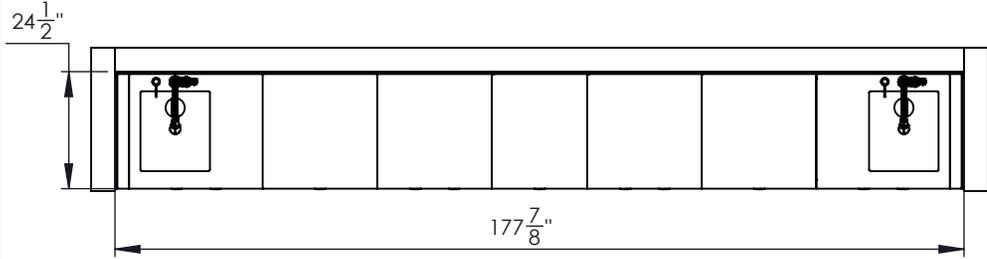
- PART 1 - GENERAL
- CONTRACT CONDITIONS
- Work of this Section is bound by the Contract Conditions and Division 1, bound herewith, in addition to this Specification and accompanying Drawings.
- RELATED WORK SPECIFIED IN OTHER SECTIONS
- Sinks & Fittings built into Casework, including plumbing connections: Division 15
- Electrical Outlets & Conduit built into Casework, including electrical connections: Division 16
- ALTERNATES
- Refer to Section 01200 for possible effect upon Work of this Section.
- REFERENCED STANDARDS
- Except as herein modified, Material and Workmanship Grades shall be as defined in 1994 edition of Architectural Woodwork Quality Standards published by American Woodwork Institute, hereinafter referred to as AWI; 1952 Isaac Newton Sq.; Reston, VA 20190; (703) 733-0600.
- Standards may be obtained from Institute.
- COORDINATION
- Cabinetry is furnished and installed by owner or supplier contracted directly with Owner Coordinate with other Trades affecting or affected by Work of this Section.
- SHOP DRAWINGS
- Shop drawings are attached hereto, and are subject to minor modification based on actual dimension and minor programmatic changes.
Following 9 pages for cabinetry provided by DCI Edge
Following 3 pages of chair specifications provided by DCI Edge Model C5550
- PRODUCT STORAGE & HANDLING
- Protect against damage and discoloration.

- 1 • PART 1 - GENERAL
2
3
4 • TEMPERATURE & HUMIDITY
5
6 • Where Casework or Shelving is located, maintain the following:
7 • Minimum Temperature: 55° F
8 • Relative Humidity: 25% to 55%
9
10
11 • ILLUMINATION
12
13 • Perform no work under less than 30 ft. candles of light measured 3 ft. above Floor.
14
15
16 • FIELD MEASUREMENTS
17
18 • Verify prior to fabrication.
19 • If field measurements differ slightly from Drawing dimensions modify Work as
20 required for accurate fit. If measurements differ substantially, notify Architect prior to
21 fabrication.
22
23
24
25 • PART 2 - PRODUCTS
26
27
28 • STANDARDS
29
30 • No standards in this contract
31
32
33 • PART 3 - EXECUTION
34
35
36 • EXISTING CONDITIONS
37
38 • Verify that Surfaces to receive Casework or Shelving are straight, plumb, true, solid,
39 rigid, and otherwise properly prepared.
40 • Prior to starting Work, notify General Contractor about defects requiring correction.
41 • Do not start Work until conditions are satisfactory.
42
43
44 • PROTECTING WORK OF OTHER SECTIONS
45
46 • Protect against damage and discoloration caused by Work of this Section.
47
48

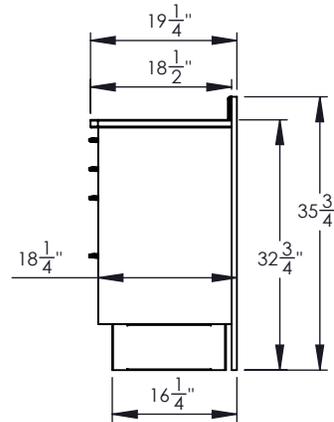
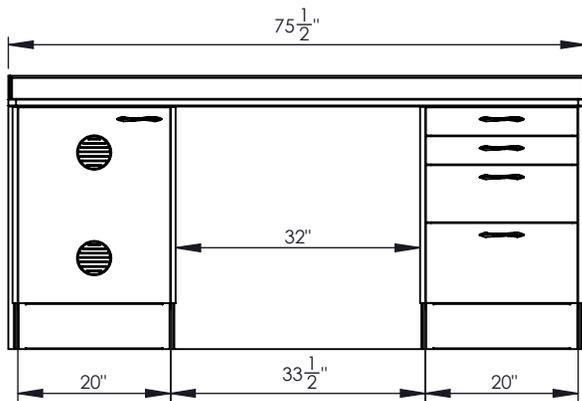
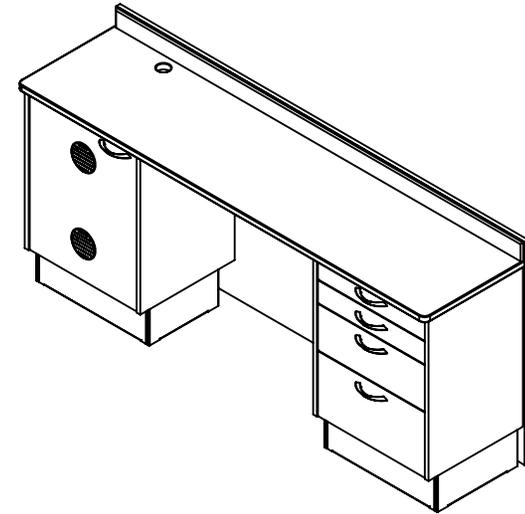
- 1 • PART 3 - EXECUTION
- 2
- 3
- 4 • INSTALLATION
- 5
- 6 • By owners forces, coordinate with
- 7
- 8 • PRODUCT CLEANING & REPAIRING
- 9
- 10 • Including Work of other Trades, clean, repair and touch-up, or replace when directed,
- 11 Products which have been soiled, discolored, or damaged by Work of this Section.
- 12 • Remove Debris from Project Site upon Work completion, or sooner if directed.
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END OF SECTION

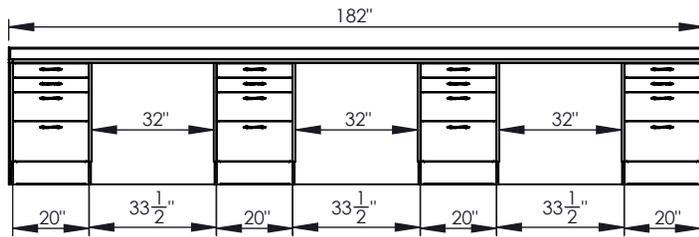
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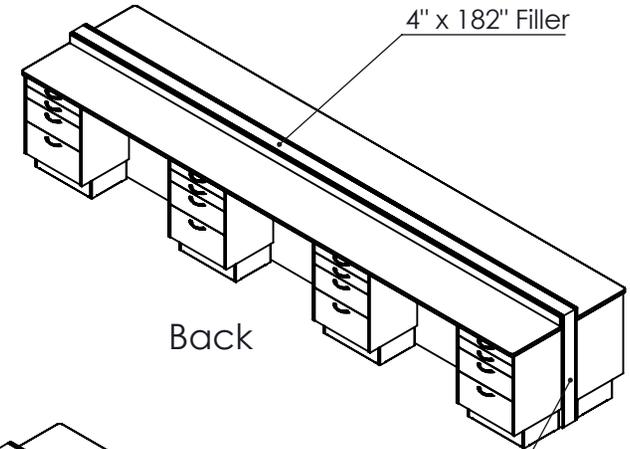
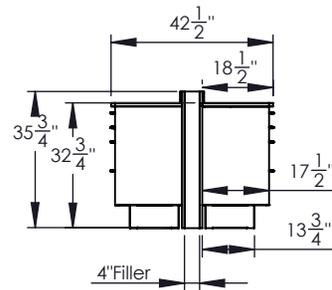
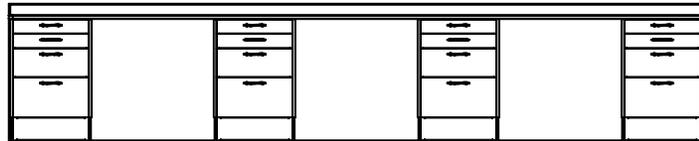
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|  NEWBERG OREGON | | NOTES: *PLEASE VERIFY WALL DIMENSIONS *2024 Prices Applied* |
| QUOTE QE241348 | | |
| DRAWN LC | DATE 04/01/24 | DR. SIGNATURE (REQUIRED) _____ DATE _____ |
| DR NAME | DEALER | |



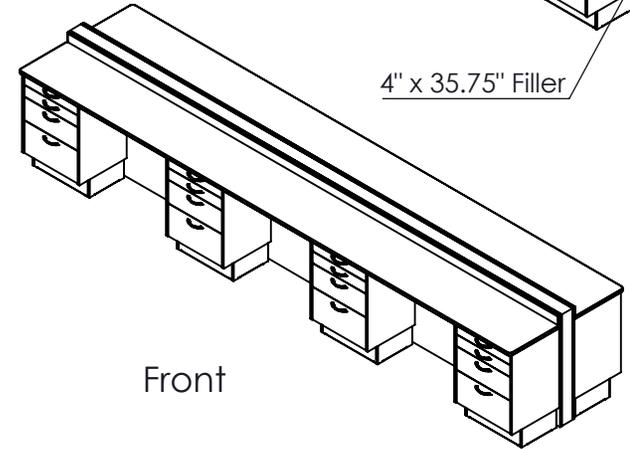
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| DRAWN LC | DATE 04/01/24 | DR. SIGNATURE (REQUIRED) _____ DATE _____ |
| DR NAME | DEALER | |



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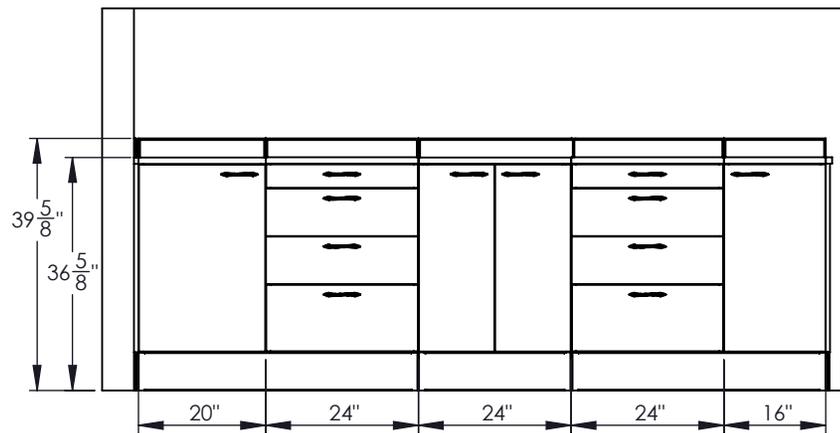
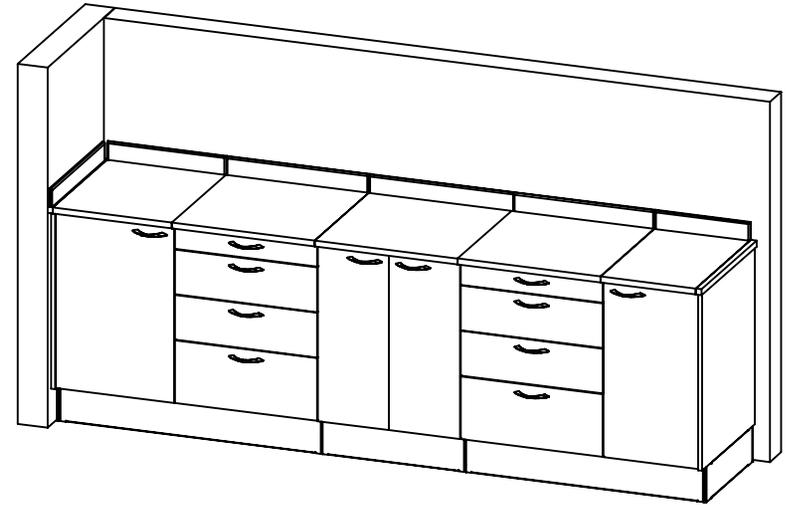
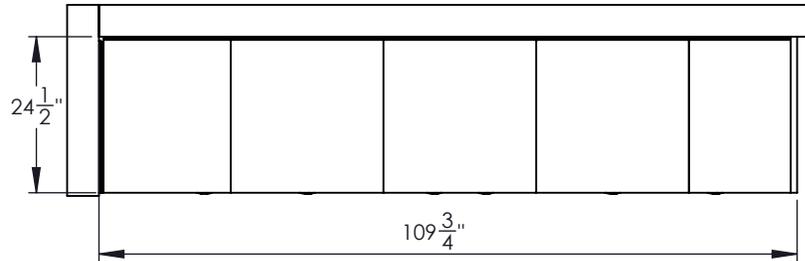


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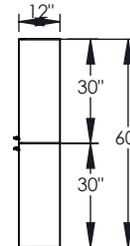
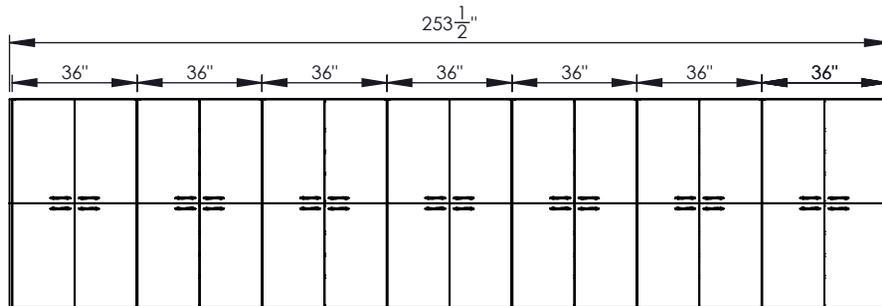
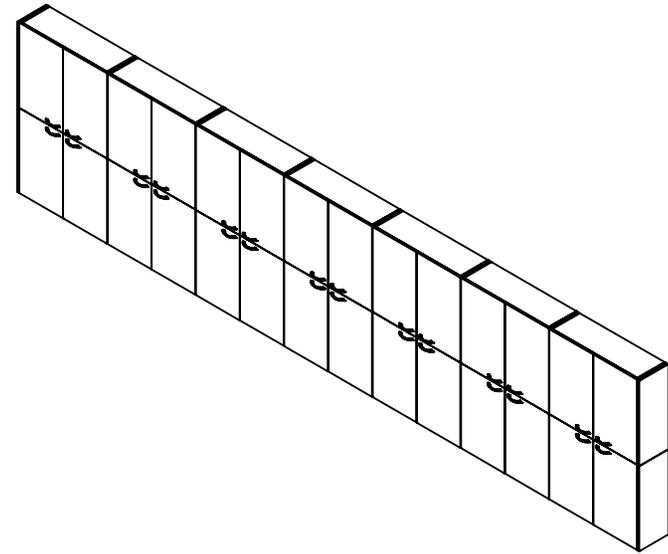


Front

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|  NEWBERG OREGON | | NOTES: *PLEASE VERIFY WALL DIMENSIONS *2024 Prices Applied* |
| QUOTE QE241350 | | |
| DRAWN LC | DATE 04/01/24 | DR. SIGNATURE (REQUIRED) _____ DATE _____ |
| DR NAME | DEALER | |

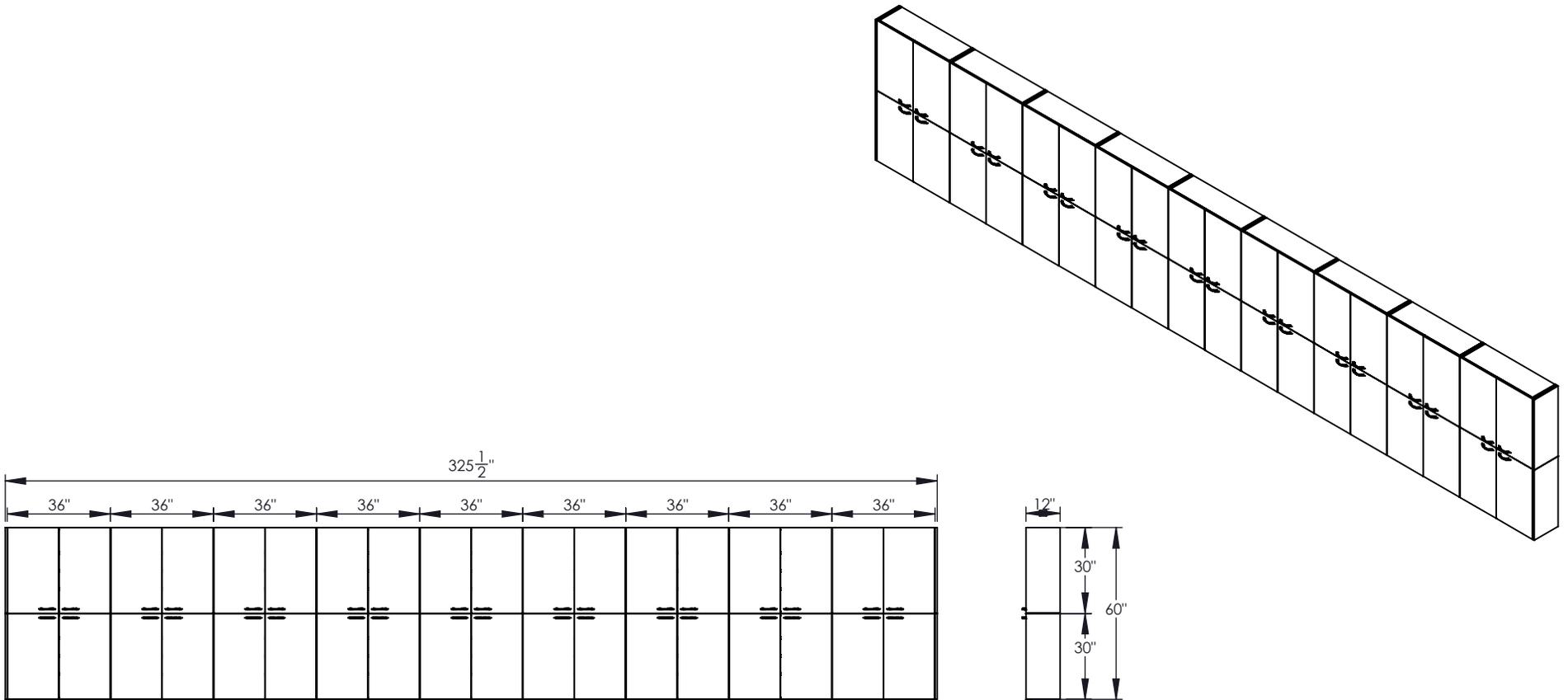


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| QUOTE QE241349 | | |
| DRAWN LC | DATE 04/01/24 | DR. SIGNATURE (REQUIRED) _____ DATE _____ |
| DR NAME | DEALER | |



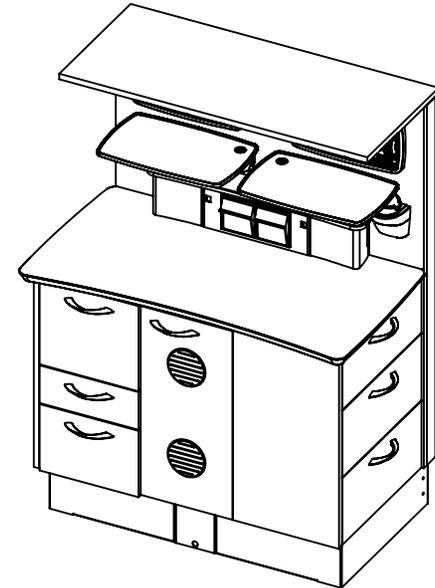
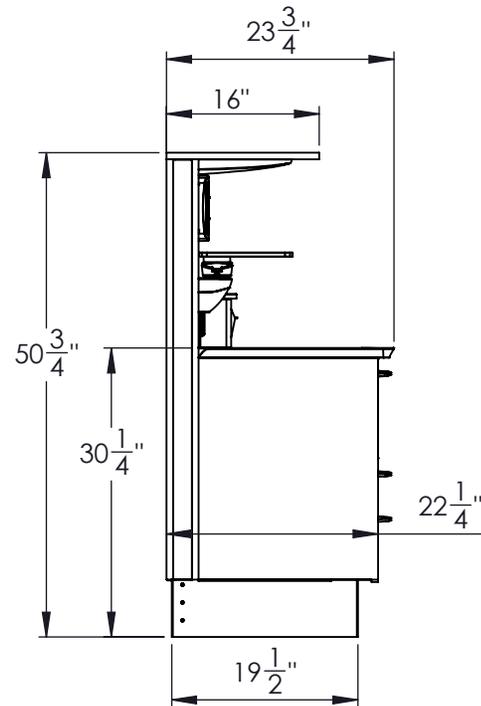
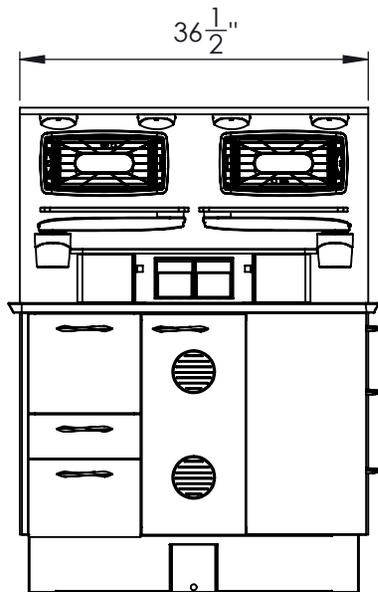
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| QUOTE QE241353 | | |
| DRAWN LC | DATE 04/02/24 | DR. SIGNATURE (REQUIRED) _____ DATE _____ |
| DR NAME | DEALER | |

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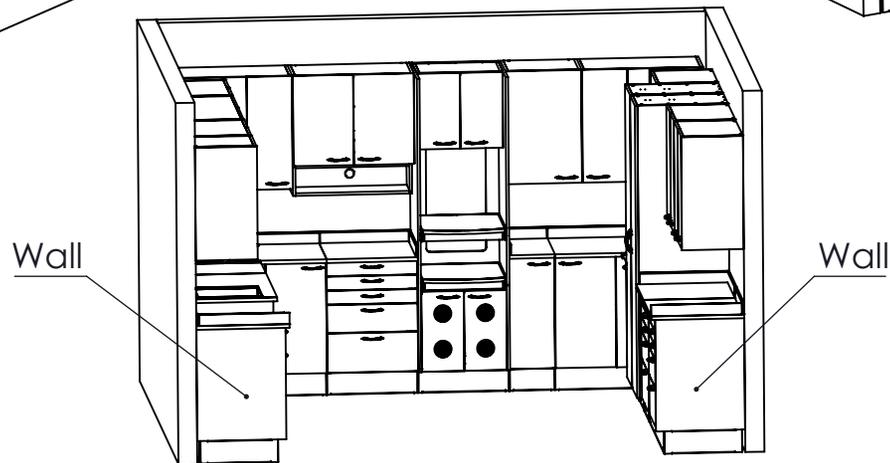
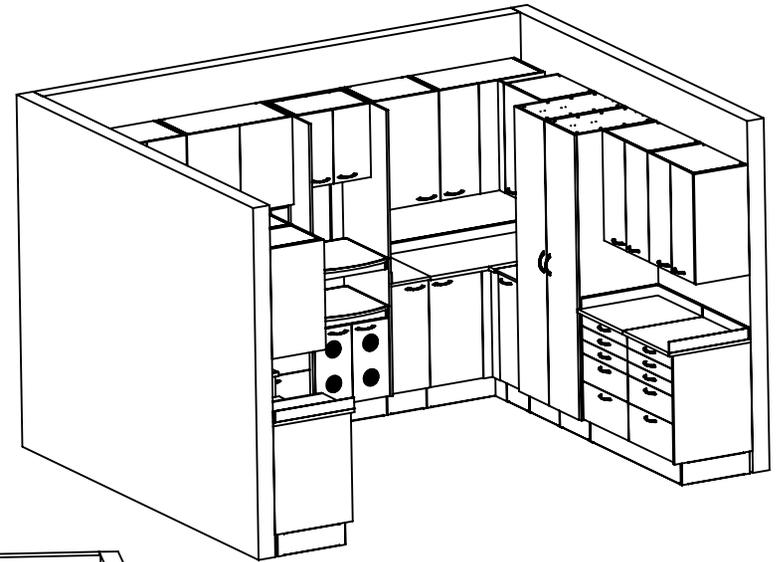
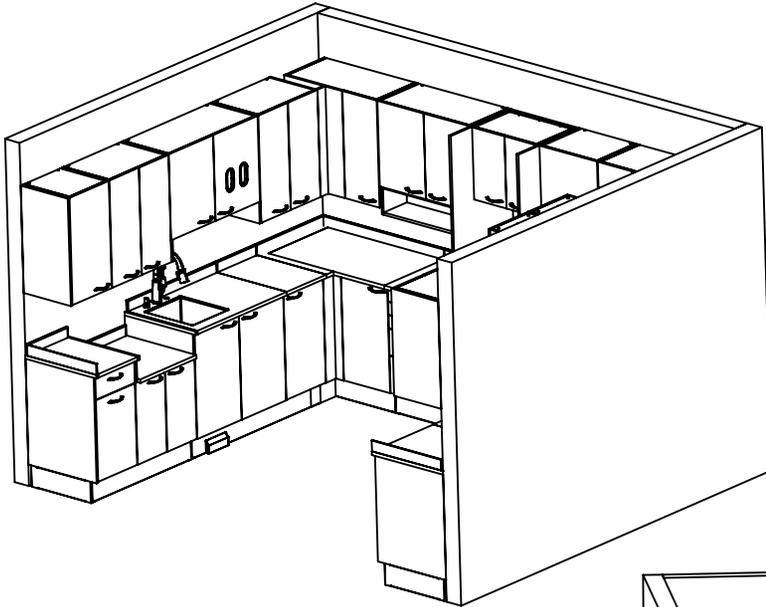
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| QUOTE QE241352 | | |
| DRAWN LC | DATE 04/02/24 | DR. SIGNATURE (REQUIRED) _____ DATE _____ |
| DR NAME | DEALER | |

Remove Upper, No Clock, No Lights

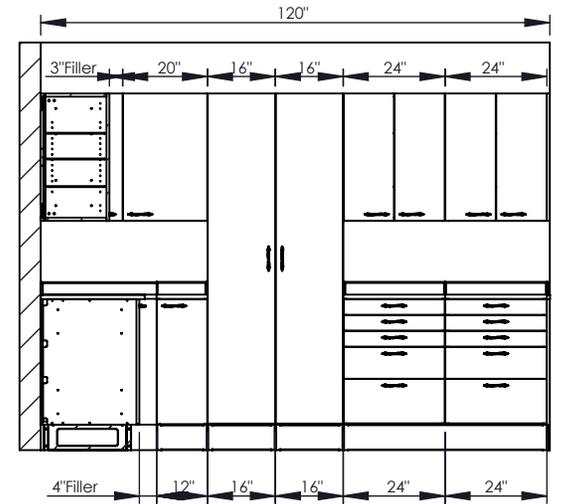
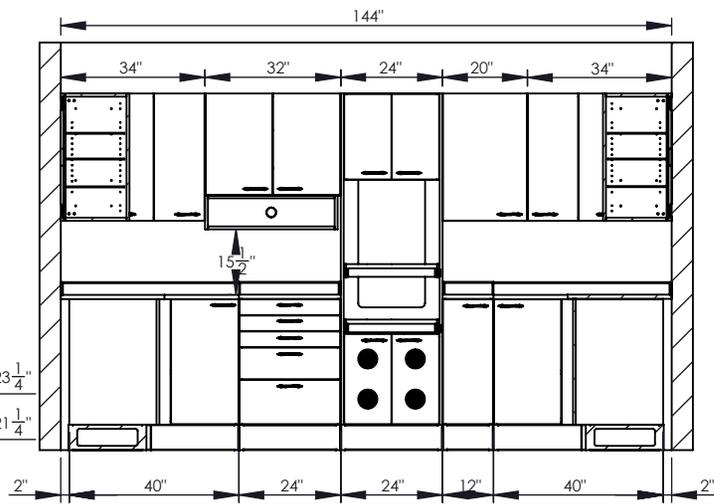
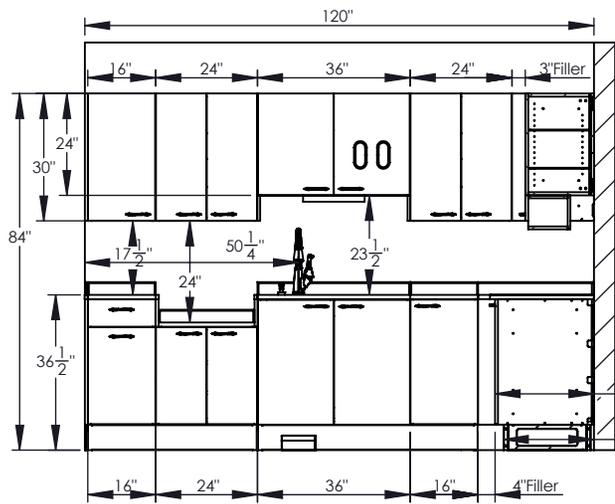
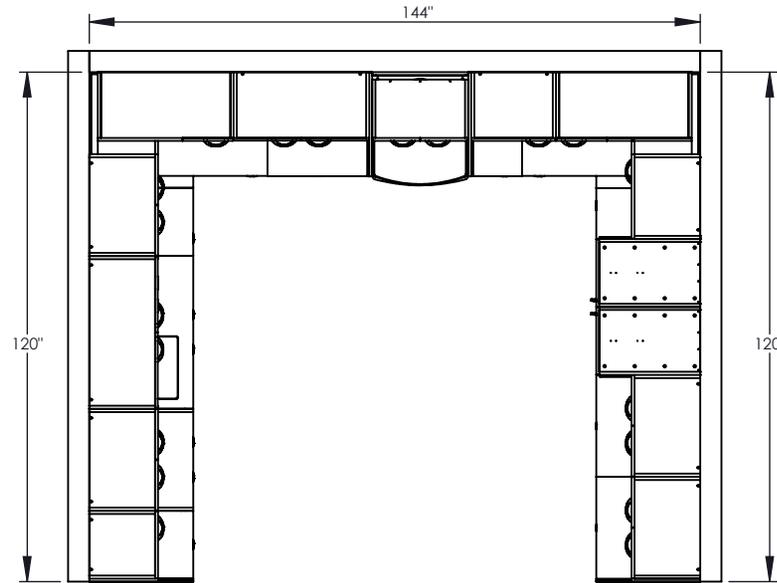


2024 Pricing

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| DCI edge NEWBERG OREGON | | NOTES: |
| QUOTE QE241306 | | |
| DRAWN LC | DATE 03/26/24 | |
| DR NAME | DEALER | |
| | | DR. SIGNATURE (REQUIRED) _____ DATE _____ |



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|  NEWBERG OREGON | | NOTES: *PLEASE VERIFY WALL DIMENSIONS *2024 Prices Applied* |
| QUOTE QE241354 | | |
| DRAWN LC | DATE 04/02/24 | DR. SIGNATURE (REQUIRED) _____ DATE _____ |
| DR NAME | DEALER | |



DCI edge NEWBERG OREGON

QUOTE
QE241354

DCI Edge Series 5 Chair Model C5550

JSN number D3320



Specifications:

- Choice of ErgoBack or Narrow backrest, both with a unique headrest scoop and contoured design, providing full patient access to the practitioner while comfortably supporting the patient.
- Single button dual articulating headrest allows for one handed operation. Military bun headrest available.
- Contoured all metal backrest support.
- Upholstered with four layers of specialized foam, including a layer of memory foam for added patient comfort.
- Integrated safety switch stops downward movement, preventing damage to surrounding equipment and personnel.
- Automatic chair stop while instruments are being used.
- Upholstered, three-position, 45-degree rotating armrests for easy patient entry support and comfort.
- Up to two chair mounted touch controls for chair operation with two programmable preset buttons and one entry/exit position that can be programmed to another preset if desired.
- Dual hydraulic chair operation for lift base and backrest, with soft start and stop.
- Chair height adjusts between 15" – 30" at headrest (19" – 34" at seat cushion) for seated or standing comfortable work height.
- Upholstery available in plush Ultraleather™, and extremely durable Naugasoft™.
- Seamless upholstery option for easy cleaning and disinfecting or sewn option for luxurious feel and aesthetics.
- Chair swivels 60 degrees (30° left / 30° right) for easy patient and operator accessibility; locks with manual lever.
- Contoured cast ductile iron chair base provides stability, while a triple layer powder coat finish provides durability.
- Integrated fine-adjustment tool kit provides access to adjustment tools within each chair.
- Bluetooth chair diagnostics enable troubleshooting and programming from your Android or iOS device, eliminating downtime.
- Total lift capacity of 600 lbs. / Maximum patient weight of 450 lbs.
- Integrated 300-watt transformer.
- Power supply: 115VAC, 8 amps, 50-60 Hz
- Designed, developed, and assembled in the U.S.A., using components manufactured in the U.S. and globally.

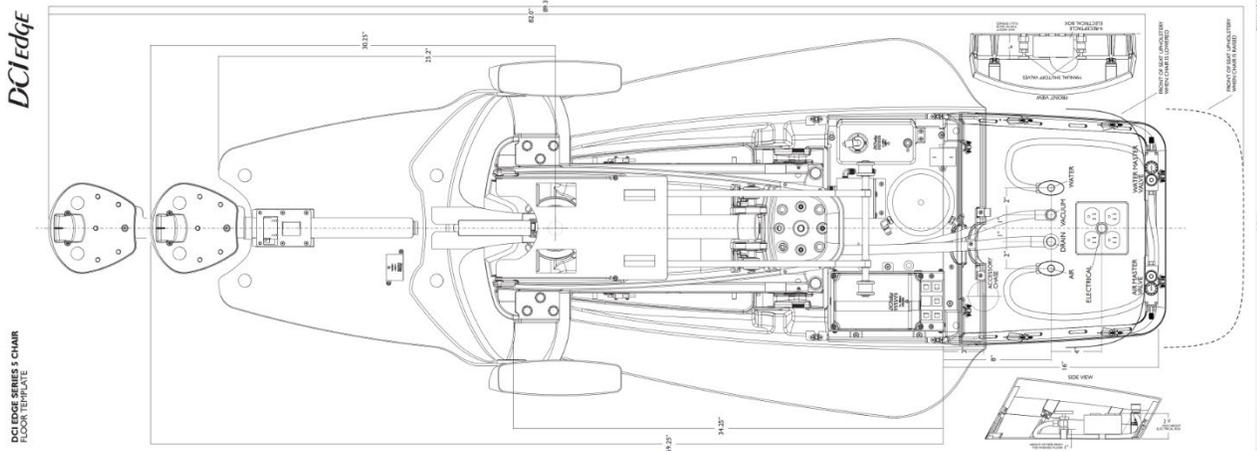
Warranty:

- 5 Year warranty on dental chair and related components / 1 Year warranty on upholstery

Certifications:

- IEC 60601-1 3rd Edition
- CAN/CSA C22.2 No.601.1

Dimensions & Installation Requirements:



LOCATE JUNCTION BOX

New: Locate utilities in the operatory according to the dimensions shown for new installations. The junction box should be aligned to the front of the chair where possible.

Existing: For pre-existing locations, the junction box can be positioned where necessary. Cut umbilical tubing after determining proper position of the junction box.

Position utilities according to recommended layout as shown where possible.

AIR

Pipe: 1/2" N.P.T. Protruding 1" from the floor. Supplied by contractor.

Air supply: Pressure 80-100psi. Air should be free from contaminants.

WATER

Pipe: 1/2" N.P.T. Protruding 1" from the floor. Supplied by contractor.

Water supply: Pressure 40-80psi. Water should be flushed clean before connecting to this equipment.

ELECTRICAL

Pipe: 1/2" conduit with dual receptacle box or greater. Supplied by contractor. Wire box according to code. Top of box should be no higher than shown.

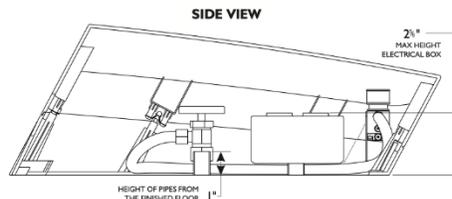
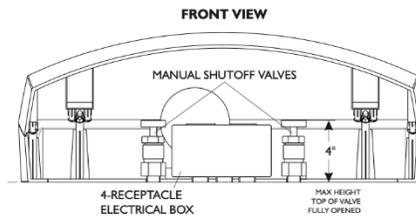
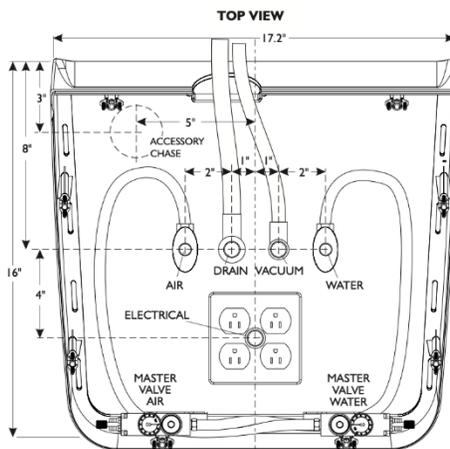
Supply: 115V AC 3-wire, 8 AMP or 230V AC 3-wire, 4 AMP

CENTRAL VACUUM

Pipe: Supplied by contractor. Terminated with 5/8" OD tube protruding 1" from the finished floor.

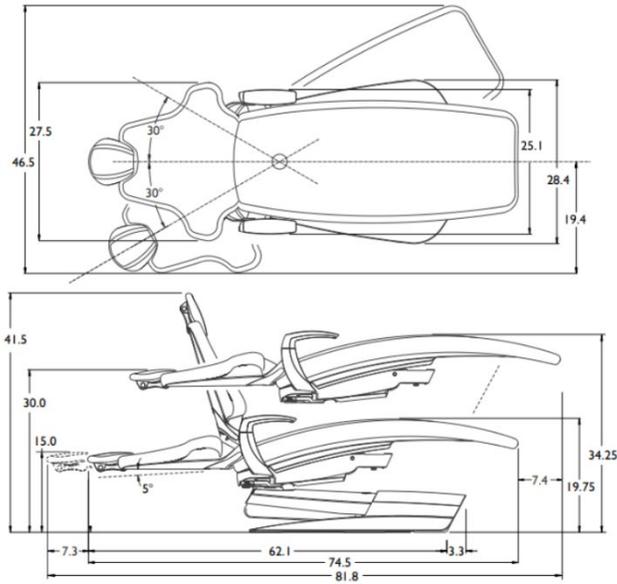
GRAVITY DRAIN

Pipe: 5/8" OD tube protruding 1" from the floor. Place trap in-line and use vented fitting to conform to local codes. Supplied by contractor.



DCI EDGE SERIES 5 CHAIR Technical Specifications

CHAIR WEIGHT: 300lbs / 136.4kg
 UPHOLSTERY WEIGHT: 30lbs / 13.6kg
 SHIPPING WEIGHT:
 POWER REQUIREMENTS: 115VAC, 8A, 50-60Hz
 230VAC, 2.5A, 50-60Hz
 POWER CORD LENGTH: 5 Feet (1.5m)
 IEC MEDICAL CLASSIFICATION I
 TYPE: B Chair upholstery
 OPERATION: Intermittent
 DUTY CYCLE: 20 Seconds ON, 5 Minutes OFF
 SPLASH PROTECTION: IPX0 (FOOT SWITCH IPX1)
 CERTIFICATIONS: IEC 60601-1 3rd Edition,
 CAN/CSA C22.2 No. 601.1



www.dcionline.com
 1-800-624-2793

305 N. Springbrook Road
 Newberg, OR 97132, USA

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- PART 1 - GENERAL
- CONTRACT CONDITIONS
- Work of this Section is bound by the Contract Conditions and Division 1, bound herewith, in addition to this Specification and accompanying Drawings.
- RELATED WORK SPECIFIED IN OTHER SECTIONS
 - Glass Fiber Acoustic Insulation: Section 09500
 - Mechanical Systems Insulation: Division 15
- ALTERNATES
 - Refer to Section 01200 for possible effect upon Work of this Section.
- DEFINITIONS
 - Specified "R" values designate Thermal Resistance of Insulation only, not including Air Spaces or other factors assumed to result in higher "R" values.
- COORDINATION
 - Coordinate with other Trades affecting or affected by Work of this Section.
- REGULATORY AGENCY REQUIREMENTS
 - If and where Insulation is not covered with Gypsum Board or other Fire-rated Material:
 - Maximum Insulation & Facing Flame Spread: 25
 - Maximum Insulation & Facing Smoke Density: 450
- PRODUCT DELIVERY, STORAGE, & HANDLING
 - Deliver to Project Site in Manufacturer's original unopened packages.
 - Label Package Wrappers with Brand Name, Insulation type, and Thermal Rating.
 - Store Materials off ground.
 - Protect against damage and discoloration.

- 1 • Immediately remove damaged or wet Materials from Jobsite.
- 2 • PART 1 - GENERAL
- 3
- 4
- 5 • ENVIRONMENTAL CONDITIONS
- 6
- 7 • Do not install Insulation when Surface to receive Insulation is wet.
- 8
- 9
- 10 • ADVANCE NOTICES
- 11
- 12 • Notify Engineer at least 48 hours prior to completing Insulation Work for inspection.
- 13
- 14
- 15
- 16 • PART 2 - PRODUCTS
- 17
- 18
- 19 • MINERAL FIBER BATT INSULATION
- 20
- 21 • Manufacturer: Certainteed, Johns Manville, Knauf, Owens/Corning, US Gypsum, or
- 22 approved.
- 23 • Material: Formaldehyde-free Glass Fiber
- 24 • Manufacturing Standard: ASTM C-665
- 25 • Type: Blanket or Batt
- 26 • Length: Full-length, single-piece where practicable
- 27 • Vapor Retarding Facing:
- 28 • Material: Kraft Paper where in substantial contact with Finish
- 29 • Material: FS 25 where not in substantial contact with Finish
- 30 • Manufacturing Standard: ASTM C-665
- 31 • Maximum Permeability Rating: 1.0 perms
- 32 • Extent of Work: Provide Insulation of the following minimum Thermal Resistance
- 33 Factor (R) in the following locations:
- 34 • Above New Ceilings : R = 21
- 35 • Within all new exterior walls: R= 15
- 36
- 37
- 38 • INSULATION SUPPORTS
- 39
- 40 • Material: Plastic Mesh, Wire Devices, or approved.
- 41 • Size: Satisfy conditions of use
- 42 • Extent of Work: Provide where necessary to support Insulation against displacement.
- 43
- 44 • MECHANICAL FASTENERS
- 45
- 46 • Type: Staples or Nails recommended by Manufacturer of Material to be secured.
- 47 • Material: Electroplated Steel
- 48 • Length: Penetrate Substrate at least 1/2 inch.

- 1 • PART 2 - PRODUCTS
2
3 • VAPOR PROOF TAPE
4
5 • Manufacturer & Brand: Alumiseal Zero Perm, or approved; 183 Madison, New York,
6 NY 10016; (800) 235-2313.
7 • Material: Adhesive-backed, Mylar-faced Aluminum Foil.
8 • Width: 1-1/2 inches
9 • Approximate Permeability Rating: 0.0 perms
10
11
12 • PART 3 - EXECUTION
13 •
14 •
15 • EXISTING CONDITIONS
16
17 • Verify that Work of preceding Trades is completed.
18 • Verify that Surfaces and Spaces to receive Insulation are accurately sized and located,
19 dry, protected against inclement weather, clean, and otherwise properly prepared.
20 • Prior to starting Work, notify General Contractor about defects requiring correction.
21 • Do not start Work until conditions are satisfactory.
22
23
24 • PROTECTING WORK OF OTHER SECTIONS
25
26 • Protect against damage and discoloration caused by Work of this Section.
27 • Maintain the following Minimum Clearances between Insulation and any recessed
28 Lighting Fixtures, Metal Chimneys, Metal Gas Vents, or other similar Device, unless
29 Device is U.L. rated for Zero Clearance:
30 • Side Clearance: 3 inches
31 • Top Clearance: 24 inches
32
33
34 • SURFACE PREPARATION
35
36 • Remove, or protect against, Projections which may damage Insulation or prevent
37 proper Insulation installation.
38
39
40 • PART 3 - EXECUTION
41
42
43 • INSULATION INSTALLATION
44
45 • Follow Manufacturer's instructions.
46 • Fit Insulation snugly between Framing without forcing.
47 • Install Insulation with Vapor Retardant Facing on warm-in-winter side of Assembly.
48 • Where adjacent pieces of Insulation abut, fit snugly together without overlapping.

- 1 • PART 3 - EXECUTION
- 2
- 3 • INSULATION INSTALLATION (con't)
- 4
- 5 • Permit no gaps for Air passage.
- 6 • Carefully cut and fit Insulation around Pipes, Conduits, and other Obstructions.
- 7 • Where Pipes, Conduit, and other Obstructions are located within Insulated Walls or
- 8 within other Insulated Spaces, place Insulation between cold-in-winter Surface and
- 9 Obstruction, compressing Insulation where necessary.
- 10 • Use full-length, single-piece Batts wherever practicable.
- 11 • Except where indicated above, do not compress Insulation more than 10%.
- 12 • Provide additional support where necessary to prevent Insulation displacement or
- 13 sagging.
- 14
- 15
- 16 • VAPOR RETARDER FACING PATCHING
- 17
- 18 • Patch and seal Facing punctures, penetrations, tears, and voids with Vapor Proof Tape.
- 19 • Permit no Openings for Vapor transmission.
- 20
- 21
- 22 • PRODUCT CLEANING & REPAIRING
- 23
- 24 • Including Work of other Trades, clean, repair, and touch-up; or replace when directed,
- 25 Products which have been soiled, discolored, or damaged by Work of this Section.
- 26 • Remove Debris from Project Site upon Work completion, or sooner if directed.
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- PART 1 - GENERAL
- CONTRACT CONDITIONS
- Work of this Section is bound by the Contract Conditions and Division 1, bound herewith, in addition to this Specification and accompanying Drawings.
- EXTENT OF WORK
- Caulk Exterior Joints as follows:
 - Masonry Wall Control Joints: Silicone Sealant with Sand matching Mortar color impregnated into Sealant surface to approximate Mortar Joint appearance
 - Joints around Window Frames, Door Frames, and other Openings in Exterior Walls: Silicone Sealant
 - Joints between Floor and bottom of Door Frames: Silicone Sealant
 - Joints between adjacent Dissimilar Materials: Silicone Sealant
 - Elsewhere caulking is shown on Drawings or required to weatherproof Building: Silicone Sealant
- Caulk within Exterior Frame Walls as follows:
 - Space between Wall Framing Members and Windows, Doors, and other Openings where subject to Air-infiltration: Foam Air-Infiltration Sealant
 - Space beneath Wall Base Plates: Foam Air-Infiltration Sealant
- Caulk Interior Joints as follows:
 - Joints around Window Frames, Door Frames, and other Openings in Exterior Walls: Acrylic Latex Sealant
 - Joints between Flooring and Shower Receptacles & Bath Tubs: Silicone Latex Sealant
 - Other Joints between adjacent Dissimilar Materials: Acrylic Latex Sealant
 - Elsewhere caulking is shown on Drawings or required to fill Open Joints: Acrylic Latex Sealant
- RELATED WORK SPECIFIED IN OTHER SECTIONS
 - Glazing Compounds employed to set Glass: Section 08800
 - Acoustic Caulking at Gypsum Board: Section 09250
- ALTERNATES
- Refer to Section 01200 for possible effect upon Work of this Section.

- 1 • PART 1 - GENERAL
- 2
- 3
- 4 • COORDINATION
- 5
- 6 • Coordinate with other Trades affecting or affected by Work of this Section.
- 7
- 8
- 9 • FIELD MOCK UP
- 10
- 11 • Provide examples of each type of Joint Sealant for Engineer's review.
- 12 • Reprepare, if necessary, until Mock Up is accepted.
- 13 • Accepted Mock Ups represent minimum standard, and Work of lesser quality is subject
- 14 to rejection.
- 15 • Approved Mock Ups may be used on Project Work.
- 16
- 17
- 18 • PRODUCT DELIVERY, STORAGE, & HANDLING
- 19
- 20 • Protect against damage and discoloration.
- 21 • Store in original, tightly sealed Containers, and with original legible Labels thereon.
- 22 • Do not open Containers or remove Labels until Engineer reviews.
- 23 • Do not exceed Sealant shelf life.
- 24
- 25
- 26 • WEATHER REQUIREMENTS
- 27
- 28 • Perform no Work when weather exceeds Manufacturer's specified limits.
- 29
- 30
- 31 • WARRANTY
- 32
- 33 • Warrant Joint Sealant Work for 2 years following Project Substantial Completion date
- 34 that Sealants will not loose their adhesion or cohesion, that Work of this Section will
- 35 remain weatherproof, and that Contractor will repair and/or replace without additional
- 36 cost to Owner any water leaks and resulting damage to Building Materials and/or
- 37 Building Contents as may occur under normal usage within Warranty Period.
- 38
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- 1 • PART 2 - PRODUCTS
2
3
4 • SILICONE SEALANT
5
6 • Manufacturer & Brand: Contractor's choice
7 • Components: 1
8 • Manufacturing Standard: ASTM C-920, Type S, Class 25, Grade NS.
9 • Required Ingredient: Mildew Inhibitor
10 • Cure Method: Neutral
11 • ASTM C-661 Shore A Hardness Range: 15-20
12 • Joint Movement Range: Plus 100% to Minus 50%
13 • Minimum Elongation: 1200%
14
15
16 • ACRYLIC LATEX SEALANT
17
18 • Manufacturer & Brand: Contractor's choice
19 • Components: 1
20 • Manufacturing Standard: ASTM C-834
21 • Minimum ASTM C-736 Recovery: 75%
22 • Joint Movement Range: Plus or Minus 7½ %
23
24
25 • FOAM AIR-INFILTRATION SEALANT
26
27 • Manufacturer & Brand: Grace Polycel One, or approved.
28
29
30 • SEALANT COLORS
31
32 • Foam Sealant: Contractor's choice
33 • Silicone Sealant: Clear Translucent, unless otherwise indicated.
34 • All Other: Approximate color of Adjacent Surfaces, unless otherwise indicated, and
35 subject to Engineer's approval.
36
37
38 • PRIMER & SURFACE CONDITIONER
39
40 • Manufacturer & Type: Recommended by Sealant Manufacturer
41
42
43 • BACKER ROD
44
45 • Manufacturer & Brand: Contractor's choice
46
47 (Cont.)
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- 1 • PART 2 - PRODUCTS
2
3
4 • BACKER ROD (Cont.)
5
6 • Material: Closed-cell, soft-rod, formed without Freon Gas, and recommended by
7 Sealant Manufacturer for conditions of use.
8 • Diameter: 25% greater than Joint width
9 • Extent of Work: Provide for all Sealants, except Foamed types.
10
11
12 • BOND BREAKER TAPE
13
14 • Manufacturer & Brand: Contractor's choice
15 • Material: Polyethylene Tape, or approved.
16 • Extent of Work: Where Backer Rod can not be used, provide Tape where necessary to
17 prevent 3-sided adhesion of Sealant to Substrate
18
19
20 • FOAM SEALANT DAMS
21
22 • Material: Contractor's choice
23 • Minimum UL Fire Resistance Rating:
24 • At Dams Remaining in Place: Match adjacent Wall or Floor Rating.
25 • At Dams to Be Removed: None required
26
27
28
29 • PART 3 - EXECUTION
30
31
32 • EXISTING CONDITIONS
33
34 • Verify that Joints to be sealed are clean, dry, and free from Dust, Oil, Grease, Rust,
35 Lacquer, loose Mortar, Ice, Frost, or other Bond-reducing Matter. If necessary, remove
36 Bond-reducing Matter by grinding.
37 • Verify that Sealants are compatible with Substrate.
38 • Allow Concrete Surfaces to cure at least 4 weeks before applying Sealant.
39 • Prior to starting Work, notify General Contractor about defects requiring correction.
40 • Do not start Work until conditions are satisfactory.
41
42
43 • PROTECTING WORK OF OTHER SECTIONS
44
45 • Protect against damage and discoloration caused by work of this Section.
46 • Mask Surfaces adjacent to Joints as required for complete protection.
47
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- 1 • PART 3 - EXECUTION
2
3
4 • SURFACE PREPARATION
5
6 • Remove Dust, Dirt, and any other Foreign Matter from Joints to be sealed.
7
8
9 • PRIMING
10
11 • Where so recommended by Sealant Manufacturer, prime Surfaces to receive Sealant.
12 • Apply with Bristle Brush.
13 • Do not flood surfaces.
14
15
16 • BACKER ROD INSTALLATION
17
18 • Using Wheeled Tool, install Backer Rod behind Sealant in accordance with Sealant
19 Manufacturer's instructions.
20 • Provide in continuous, one-piece lengths where practicable. Where discontinuous
21 pieces are necessary, butt Rod Joints neatly and snugly.
22 • Force Rods into Joints to uniform depth, approximately 1/2 Joint width (1/4 inch
23 minimum and 5/8 inch maximum).
24 • Do not stretch, twist, puncture, or tear Rods. Replace any damaged Rods.
25
26
27 • DAM INSTALLATION
28
29 • Provide around Wall and Floor Penetrations to receive Foam Penetration Sealant.
30
31
32 • FOAM SEALANT INSTALLATION
33
34 • Follow Sealant Manufacturer's instructions.
35 • Inject Sealant continuously until Opening is filled.
36 • If Opening is not filled within Sealant Snap Time or maximum of 3 minutes, stop
37 application for at least 15 minutes before resuming work.
38 • Trim cured Foam flush with Adjacent Surface.
39 • Remove any combustible Dams.
40
41
42 • SILICONE & ACRYLIC LATEX SEALANT INSTALLATION
43
44 • Apply in accordance with Manufacturer's instructions using Hand or Pressure Gun type
45 Dispenser.
46

(Cont.)

- 1 • PART 3 - EXECUTION
2
3
4 • SILICONE & ACRYLIC LATEX SEALANT INSTALLATION (Cont.)
5
6 • Size Gun Nozzle to fit Joint.
7 • Force Sealant into Joints firmly against Joint Sides to fill Joints and Voids solid;
8 superficial pointing with Skin Bead not acceptable.
9 • Prevent 3-sided adhesion of Sealant to Substrate.
10 • Install Sealant flush with Adjacent Surface.
11 • Within 10 minutes after installation, and using Dry Tool finish Sealant to smooth,
12 uniform, and slightly concave shape.
13 • Remove excess Sealant and Masking Materials, if any, immediately after Sealant
14 installation.
15 • Leave Sealant Surfaces neat and smooth.
16
17
18 • PRODUCT CLEANING & REPAIRING
19
20 • Including Work of other Trades, clean, repair and touch-up, or replace when directed,
21 Products which have been soiled, discolored, or damaged by Work of this Section.
22 • Remove Debris from Project Site upon Work completion, or sooner if directed.
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28 END OF SECTION
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- PART 1 - GENERAL

- CONTRACT CONDITIONS

- Work of this Section is bound by the Contract Conditions and Division 1, bound herewith, in addition to this Specification and accompanying Drawings.

- RELATED WORK SPECIFIED IN OTHER SECTIONS

- Field Painting: Section 09900

- ALTERNATES

- Refer to Section 01200 for possible effect upon Work of this Section.

- COORDINATION

- Coordinate with other Trades affecting or affected by Work of this Section.

- REGULATORY AGENCY REQUIREMENTS

- Fabricate Hatches, where scheduled to be fire-resistive, in accordance with Underwriters Laboratories requirements. Affix UL Acceptance Label on each piece.

- PRODUCT DELIVERY, STORAGE, & HANDLING

- Protect against damage and discoloration.

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- PART 2 - PRODUCTS

- ACCESS PANELS

- Manufacturer: Bilco, JL Industries, Miami-Carey, Milcor, Nystrom, or approved.
- Material: Steel
- Factory-applied Finish: Rust Inhibiting Primer specified in Section 09900
- Mounting Method: Satisfy conditions of use
- Frame Flange: Exposed
- Sizes: See Drawings
- Minimum UL Fire Resistance Ratings: See Drawings
- Hinges: Concealed type
- Locks: Metal Cam
- Extent of Work: Provide where shown on Drawings.

- PART 3 - EXECUTION

- EXISTING CONDITIONS

- Verify that Openings to receive Hatches are square, plumb, and accurately sized and located.
- Prior to starting Work, notify General Contractor about defects requiring correction.
- Do not start Work until conditions are satisfactory.

- PROTECTING WORK OF OTHER SECTIONS

- Protect against damage and discoloration caused by Work of this Section.

- CORROSION PROTECTION

- Protect contacting Dissimilar Materials against Electrolytic Corrosion.

- INSTALLATION

- Install Work including Hardware in accordance with Manufacturer's instructions.
- Accurately locate and anchor Work plumb, square, true, rigid, secure, and with proper clearances.

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- PART 3 - EXECUTION

- ADJUSTMENTS

- Adjust Moving Parts to operate satisfactorily at time of Project Substantial Completion and during Warranty Period.

- PRODUCT CLEANING & REPAIRING

- Including Work of other Trades, clean, repair and touch-up, or replace when directed, Products which have been soiled, discolored, or damaged by Work of this Section.

- Leave surfaces ready for Painting specified in Section 09900.

- Remove Debris from Project Site upon Work completion, or sooner if directed.

END OF SECTION

- 1 • PART 1 - GENERAL
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- 4 • PRODUCT DELIVERY
5
- 6 • Schedule to coincide with glazing schedule.
7 • For each piece of Glass affix Label identifying the following:
8 • Glass Manufacturer, quality, and thickness.
9 • On Low-E type Insulating Glass identify Glass "U" Factor, Shading Coefficient,
10 and Light Transmission Ratings as certified by National Fenestration Rating
11 Council (NFRC).
12 • Where Labels must be removed for Glass cutting, save Labels for Architect's review.
13 • Deliver other Glazing Materials in Original Containers with Manufacturer's original
14 legible Labels thereon.
15
- 16
- 17 • PRODUCT STORAGE & HANDLING
18
- 19 • Protect against damage and discoloration.
20 • Prevent Glass to Glass contact.
21 • Do not overload Structure with stored Materials.
22 • Store crated Glass in cool, dry, shady, well ventilated area, which is not subject to Sun,
23 Rain, or other Elements.
24 • Block Crates 2 to 6 inches above Floor.
25 • Secure Crates against accidental overturning.
26 • Cover Crates with Waterproof Plastic or Canvas. Maintain sufficient air circulation
27 under Cover to prevent Condensation within Crates.
28
29
- 30 • ENVIRONMENTAL CONDITIONS
31
- 32 • Do no glazing when:
33 • Air Temperature is below 40° F.
34 • Sufficient Dust is present that could impair Glazing Compound adhesion.
35 • During Wet Weather except under Cover.
36
37
- 38 • FIELD MEASUREMENTS
39
- 40 • Verify prior to fabrication.
41 • If field measurements differ slightly from Drawing dimensions modify Work as
42 required for accurate fit. If measurements differ substantially, notify Architect prior to
43 fabrication.
44
45
46
47

- 1 • PART 1 - GENERAL
- 2
- 3 • SPECIAL WARRANTY
- 4
- 5 • In accordance with General Conditions Section 006000, provide the following
- 6 Extended Warranties:
 - 7 • Exterior Glazing against Air and Water Infiltration: 2 years
 - 8 • Insulating Glass against Edge Seal Failure: 10 years
 - 9 • Mirrors against De-silvering: 5 years
- 10
- 11 • PART 2 - PRODUCTS
- 12
- 13
- 14 • APPROVED GLASS MANUFACTURERS
- 15
- 16 • Cardinal Glass, hereinafter called CG.
- 17 • Ford Glass, hereinafter called FG.
- 18 • Guardian Glass, hereinafter called GG.
- 19 • Hordis Bros., hereinafter called HB.
- 20 • Libbey, Owens, Ford, hereinafter called LOF.
- 21 • Pilkington, hereinafter called PILK
- 22 • Pittsburgh Plate Glass, hereinafter called PPG.
- 23 • Saint-Gobain, hereinafter called SG.
- 24 • Other Manufacturers may be approved by request in accordance with Section 01630.
- 25
- 26
- 27 • GLASS-GENERAL
- 28
- 29 • Color & Pattern: All Glass shall be clear and smooth, unless otherwise specified
- 30 herein.
- 31 • Thickness: Follow Building Code requirements.
- 32
- 33 • FLOAT GLASS
- 34
- 35 • Approved Manufacturers: FG, GG, LOF, PILK, PPG, SG, or approved.
- 36 • Manufacturing Standard: ASTM C-1036
- 37 • Quality: Glazing Select
- 38
- 39 • TEMPERED GLASS
- 40
- 41 • Manufacturing Standard: ASTM C-1048
- 42 • Safety Performance Standard: CPSC 16-CFR-1201-C11
- 43 • Glass Type & Thickness: As specified above
- 44 • Extent of Work: See Glazing Schedule at end of Section.
- 45
- 46
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1 PART 2 - PRODUCTS

2

3 • GLAZING COMPOUND

4

5 • Manufacturer: Dow, G.E., Gibson-Homans, 3-M, Sonneborn, or approved.

6 • Material:

7 • For Field-glazed Units:

8 • At Aluminum channel Closed Cell Tape Bedding with Acrylic Latex
9 Compound

10

11 • Insulated Units

12 •

13 • Type 1: Insulating Glass Units (Tempered) All interior locations as required by
14 O.S.S.C.

15 1. light of ¼ inch, clear, tempered safety glass

16

17

18 Type 2: Insulating Glass Units (Non Tempered)

19 1. light of 1/4 inch, clear float-glass

20

21 • Frames:

22 • Material: Extruded Aluminum

23 • Finish: Anodic

24 • Color: Natural

25 • Approximate Face Width: 1/2 inch

26 • Corners: Square and mitered

27 • Size: See Drawings

28

29

30

31 PART 3 - EXECUTION

32

33 • EXISTING CONDITIONS

34

35 • Verify that Openings to be glazed are accurately sized, shaped and located, and free of
36 Fasteners and other Projections which will interfere with glazing.

37 • Verify that Weep System is open.

38 • Verify that Glazing Surfaces are free of Moisture, Dirt, Grease, Oil, or other
39 Deleterious Material.

40 • Verify that any Steel or Wood Glazing Rabbets and any contacting Dissimilar Materials
41 are painted.

42 • Verify that Surfaces to receive Mirrors are structurally sound and capable of supporting
43 Mirrors.

44 • Prior to starting Work, notify General Contractor about defects requiring correction.

45 • Do not start Work until conditions are satisfactory.

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1 PART 3 - EXECUTION

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• PROTECTING WORK OF OTHER SECTIONS

- Protect against damage and discoloration caused by Work of this Section.

• PREPARATION WORK

- Prior to glazing, clean, dry, and remove any Protective Coatings from Glass and from Surfaces to be glazed.

• GLASS INSTALLATION

• General:

- Follow Referenced Specifications and Manufacturer's instructions.
- Allow for Glass expansion and contraction.
- Do not impact Glass against Framing.
- Install Glass with Setting Blocks placed at Sill quarter points.
- Do not set any Glass Flares or Bevels adjacent to Setting Blocks.
- Install any Glass Surface Waves running horizontal.
- Shift Glass with Suction Cups; do not use Pry Bar.
- Remove Identity Labels immediately after installation; save for Architect's review.

• Tempered Glass:

- Take particular care to prevent Glass-edge damage.

• Insulating Glass:

- Follow Glazing Specification for Sealed Insulating Glass Units, SIGMA No. 70-7-1.

• MIRROR INSTALLATION

Install Mirrors plumb, level, after Finish Painting is completed, and with open Ventilation

- Space behind Mirror.
- Secure to Backing with concealed Mechanical Fasteners, where possible, or with Adhesive which will not damage Mirror Silvering.

• PRODUCT CLEANING & REPAIRING

- Remove excess Glazing Compound from Glazing and adjacent Surfaces.
- Final Glass Cleaning: Specified in Section 01740.
- Remove Debris from Project Site upon Work completion, or sooner if directed.
- Including Work of other Trades, clean, repair and touch-up, or replace when directed, Products which have been soiled, discolored, or damaged by Work of this Section.

1 PART 3 - EXECUTION

2

3 • PROTECTING COMPLETED WORK

4

5 • Protect installed Glazing against breakage and staining.

6 • Identify Glazed Areas with Streamers hanging from Framing. Do not apply directly to
7 Glass.

8 • Notify General Contractor to prohibit Material storage close enough to Glass to create
9 sufficient Heat Trap to cause Glass breakage.

10

11 • GLAZING SCHEDULE

12

13 • Provide specified Glass in the following locations:

14

• Interior Glazing:

15

• In Doors and as required by OSSC: Tempered and

16

• Elsewhere: Float Glass

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END OF SECTION

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- 1
- 2 • PART 1 - GENERAL
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- 4
- 5 • CONTRACT CONDITIONS
- 6
- 7 • Work of this Section is bound by the Contract Conditions and Division 1, bound
- 8 herewith, in addition to this Specification and accompanying Drawings.
- 9
- 10
- 11 • EXTENT OF WORK
- 12
- 13 • Steel Framing to receive suspended Gypsum Board Ceilings.
- 14
- 15
- 16 • RELATED WORK SPECIFIED IN OTHER SECTIONS
- 17
- 18 • Metal Suspension System for Acoustic Tile: Section 09500
- 19
- 20
- 21
- 22
- 23 • OPTIONS
- 24
- 25 • Contractor may, at his option, substitute Drywall Ceiling Suspension Systems by
- 26 Armstrong, Donn, USG, or approved, in lieu of Ceiling Suspension System specified
- 27 herein.
- 28
- 29
- 30 • ALTERNATES
- 31
- 32 • Refer to Section 01200 for possible effect upon work of this Section.
- 33
- 34
- 35 • REFERENCED SPECIFICATIONS
- 36
- 37 • General:
- 38 • Conform to Referenced Specifications hereinafter named, as Architect judges
- 39 them applicable, and as modified and supplemented herein.
- 40 • Recommended materials and methods are mandatory; those proposed as
- 41 equivalent by Contractor must be accepted by Architect.
- 42 • Metal Framing and Furring for Gypsum Board:
- 43 • Installation of Steel Framing Members to receive Screw-attached Gypsum
- 44 Wallboard, Backing Board, or Water-resistant Backing Board; ASTM C-754.
- 45 • Exceptions:
- 46 • Provide Items not covered by above Standards, or herein, in accordance with
- 47 Manufacturer's directions.

- 1 • PART 1 - GENERAL
2
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4 • COORDINATION
5
6 • Coordinate with other Trades affecting or affected by Work of this Section.
7
8
9 • BUILDING CODE
10
11 • If and where Fire-rated Ceilings are noted, construct to obtain Code-required Rating.
12 • Submit to Architect certification that Ceiling System complies with Seismic Loading
13 requirements of Building Code and that System is acceptable to Building Official.
14
15
16 • PRODUCT DELIVERY, STORAGE, & HANDLING
17
18 • Protect Metal Materials against rust and other damage.
19 • Do not distort Members.
20 • Do not overload Structure with stored Products.
21
22
23
24 • PART 2 - PRODUCTS
25
26
27 • MANUFACTURERS
28
29 • Angeles, Cemco, Steeler, Steel Systems, Western, or approved.
30
31
32 • FRAMING & FURRING CHANNELS
33
34 • Material: Steel
35 • Manufacturing Standard: ASTM C-645 Class B
36 • Size: See Referenced Specifications
37 • Shape: Channel
38 • Metal Finish: Electrocoat in accordance with ASTM A-591 class B
39 • Minimum Metal Thickness: 25 ga.
40
41
42 • FURRING ACCESSORIES
43
44 • Type: Contractor's choice
45 • Provide as indicated or required for complete installation.
46
47

- 1 • PART 2 - PRODUCTS
- 2
- 3 • TIE WIRE
- 4
- 5 • Material: Galvanized Steel Wire
- 6 • Manufacturing Standard: Fed. Spec. QQ-W-461
- 7 • Minimum Wire Size: 16 ga.
- 8
- 9
- 10 • HANGING WIRE
- 11
- 12 • Material: Galvanized Steel Wire
- 13 • Manufacturing Standard: Fed. Spec. QQ-W-461
- 14 • Minimum Wire Size: 9 ga.
- 15
- 16
- 17 • FASTENERS & ATTACHMENT DEVICES
- 18
- 19 • Made or recommended by Accessory Manufacturer.
- 20 • Provide all required for complete installation.
- 21
- 22
- 23
- 24 • PART 3 - EXECUTION
- 25
- 26
- 27 • EXISTING CONDITIONS
- 28
- 29 • Verify that Structures and Surfaces to receive Work specified herein are straight, true,
- 30 plumb, square, secure, rigid, and otherwise properly prepared.
- 31 • Prior to starting Work, notify General Contractor about defects requiring correction.
- 32 • Do not start Work until conditions are satisfactory.
- 33
- 34
- 35 • PROTECTING WORK OF OTHER SECTIONS
- 36
- 37 • Protect against damage and discoloration caused by Work of this Section.
- 38
- 39
- 40 • GENERAL INSTALLATION REQUIREMENTS
- 41
- 42 • Follow Referenced Specifications and Manufacturer's instructions, except as modified
- 43 hereunder.
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- 1 • PART 3 - EXECUTION
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4 • SUSPENDED CEILING FRAMING INSTALLATION
5
6 • Follow Referenced Specifications, except as otherwise specified herein.
7 • Provide Runner Channels within 6 inches of Walls and other Ceiling interruptions.
8 • Where Mechanical and Electrical Equipment interfere with regular spacing of Hangers
9 provide additional Hangers and Channels, and make necessary adjustments in Ceiling
10 construction.
11 • Do not attach or pass Hangers through Ducts.
12 • Provide Framing around any recessed Light Fixtures, Expansion Joints, or other Ceiling
13 Openings.
14
15
16 • TYING FRAMING & FURRING MEMBERS
17
18 • Material: Double-strand Tie Wire
19 • Splicing: Double-wrap tie
20 • Horizontal Stiffeners to Channel Brackets: Figure-eight tie
21 • Framing Members perpendicular to each other: Saddle tie
22
23
24 • ALLOWABLE INSTALLATION TOLERANCES
25
26 • Maximum Deviation from:
27 • Specified Member Spacing: Plus or minus 1/8 inch
28 • True & Level where applicable: 1/8 inch per 10 ft.
29
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31 • PRODUCT CLEANING & REPAIRING
32
33 • Including Work of other Trades, clean, repair and touch-up, or replace when directed,
34 Products which have been soiled, discolored, or damaged by Work of this Section.
35 • Remove Debris from Project Site upon Work completion, or sooner if directed.
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41 END OF SECTION
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- PART 1 - GENERAL
- CONTRACT CONDITIONS
- Work of this Section is bound by the Contract Conditions and Division 1, bound herewith, in addition to this Specification and accompanying Drawings.
- RELATED WORK SPECIFIED IN OTHER SECTIONS
- Thermal Insulation: Section 07200
- ALTERNATES
- Refer to Section 01200 for possible effect upon Work of this Section.
- REFERENCED SPECIFICATIONS
- For Suspension Systems, hereinafter specified, comply with:
 - "Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings": ASTM C-635
 - "Recommended Practice for Installation of Metal Ceiling Suspension Systems for Acoustic Tile and Lay-in Panels": ASTM C-636
- COORDINATION
- Coordinate with other Trades affecting or affected by Work of this Section.
- SAMPLES
- In accordance with Section 01330, submit 2 full size samples of each Acoustic Tile.
- REGULATORY AGENCY REQUIREMENTS
- Fire Resistance Rating: ASTM E-119
- Flame Spread Rating: ASTM E-84

- 1 • PART 1 - GENERAL
2
3 • CERTIFICATION OF CODE COMPLIANCE
4
5 • Submit to Architect written certification that Ceiling System complies with Seismic
6 Loading requirements of Building Code and that System is acceptable to Building
7 Official.
8
9
10 • PRODUCT DELIVERY
11
12 • Deliver Tile in original, unopened, protective packages with Manufacturer's legible
13 Labels indicating brand name, pattern, size, thickness, and fire rating, if any.
14
15
16 • PRODUCT STORAGE & HANDLING
17
18 • Protect against damage and discoloration.
19 • Store Tile Cartons open at each end to stabilize moisture content and temperature.
20
21
22 • ENVIRONMENTAL REQUIREMENTS
23
24 • Delay installation of Acoustic Units until Work Spaces are dry.
25 • Perform Work only under the following conditions for 24 hours before, during, and 24
26 hours after installation:
27 • Humidity: 65% to 75%
28 • Ambient Air Temperature: 55° F to 80° F
29
30 • FIELD MEASUREMENTS
31
32 • Verify prior to fabrication.
33 • If field measurements differ slightly from Drawing dimensions modify Work as
34 required for accurate fit. If measurements differ substantially, notify Architect prior to
35 fabrication.
36
37 • EXTRA STOCK
38
39 • Submit 1 extra case of each Acoustic Tile in unopened protective packages.
40 • Store on Project Premises where directed by Owner.
41
42 •
43 ACOUSTIC TILE
44
45 • Manufacturer:
46 • Armstrong, Celotex, USG Interiors, or approved.
47 • Manufacturers listed above are approved provided they can supply Units that
48 match specified pattern to Architect's satisfaction.

- 1 • PART 2 - PRODUCTS
2
3 • Facing:
4 • Material: Manufacturer's standard factory-applied Paint finish
5 • Color: White
6 • Tile Type #1:
7 • Pattern: Match Armstrong Second Look II
8 • Face Size: 24x48 inches
9 • Edges:
10 • Shape: Similar to Armstrong Tegular
11 • Width: Match Tee Bar width specified below
12 • Minimum U.L. Fire Resistance Rating: None required
13 • Match existing tile
14
15 • TILE SUSPENSION SYSTEM
16
17 • Manufacturer: Armstrong, Chicago Metallic, Donn, or approved.
18 • Material: Steel
19 • Type: Exposed Tee in 2 directions; all Tile removable for access to Space above.
20 • Face Width: 15/16 inch
21 • Minimum U.L. Fire Resistance Rating:
22 • At Tile Types #1 & #3: 1 hour
23 • At Tile Type #2: None required
24 • Edge Trim: Match Suspension System
25 • Finish: Manufacturer's standard Enamel
26 • Color: Match adjacent Acoustic Tile
27 • Layout: See Drawings
28
29 • FASTENERS & ACCESSORIES
30
31 • Type & Sizes: Recommended by Suspension System Manufacturer
32
33
34 • MINERAL FIBER ACOUSTIC INSULATION IN PARTITIONS
35
36 • Manufacturer: Contractor's choice
37 • Material: Formaldehyde-free Mineral Wool or Glass Fiber Insulation
38 • Manufacturing Standard: ASTM C-665
39 • Type: Friction-fit Batt
40 • Length: Full-length, single-piece where practicable
41 • Special Requirement: UL Rated for Plenum-use if and where located above Ceiling.
42 • Thickness: Fill Stud Wall Cavity
43 • Extent of Work: Provide at the following locations:
44 • Within Sound Walls & Residential Unit Party Walls, including where Walls
45 extend above Ceiling.
46 • Within Residential Unit Ceilings at Floor Levels 1, 2, & 3.
47
48

- 1 • PART 3 - EXECUTION
- 2
- 3 • EXISTING CONDITIONS
- 4
- 5 • Verify that Surfaces to receive directly-attached Acoustical Units are even, regular,
6 true, level within 1/8 inch per 12 ft., dry and free from Oil, or other Bond-reducing
7 Substances.
- 8 • Verify that Surfaces provided by other Trades are clean, dry.
- 9 • Prior to starting Work, notify General Contractor about defects requiring correction.
- 10 • Do not start Work until conditions are satisfactory.
- 11
- 12 • PROTECTING WORK OF OTHER SECTIONS
- 13
- 14 • Protect against damage and discoloration caused by Work of this Section.
- 15
- 16 • INSTALLATION
- 17
- 18 • General:
- 19 • Follow Referenced Specifications, Manufacturer's instructions, and Layout
20 Drawings, except as modified hereunder.
- 21 • Delay start of Work until above-ceiling Work by other Trades has been
22 completed.
- 23 • Tile Suspension System:
- 24 • Where Mechanical and Electrical Work interferes with regular spacing of
25 Hangers, provide additional Hangers and Channels and make necessary
26 adjustments in Ceiling construction.
- 27 • Do not attach to or pass Hangers through Mechanical or Electrical Ductwork.
- 28 • Provide Framing around any recessed Lighting Fixtures and other Openings.
- 29 • Maximum Vertical Hanger Splay: 6 inches per 4 ft.
- 30 • Acoustic Tile:
- 31 • Install in level plane, in straight line courses, and with solid bearing on Support
32 Members.
- 33 • Minimum Border Tile Width: 1/2 Unit dimension, unless otherwise shown on
34 Drawings.
- 35 • Install any Pattern grain in one direction.
- 36 • Where Acoustic Tile abut Vertical Surfaces, trim Joints with Suspension
37 System Metal Edge Trim.
- 38 • Where Tegular Edge Units are field-cut, shape and paint cut edges to match
39 other edges.
- 40 • Hold Down Clips:
- 41 • Provide at any time during Warranty Period where Ceiling Units are dislodged
42 by Air Pressure.
- 43 • Provide at any Fire-rated Ceiling Units weighing less than 1 psf.
- 44 • Recessed Lighting Fixture Hoods:
- 45 • Provide 1 hour UL Fire-rated Hoods to enclose any Lighting fixtures recessed
46 through Fire-rated Acoustic Tile.
- 47 • Mineral Fiber Acoustic Insulation in Partitions & above Ceilings:
- 48 • Install between Framing Members butting joints tight with no voids.

- 1 • PART 3 - EXECUTION
- 2
- 3
- 4 • ALLOWABLE INSTALLATION TOLERANCES
- 5
- 6 • Maximum fully loaded Ceiling Deflection in accordance with ASTM C-635: 1/360 of
- 7 Span
- 8 • Install Finish Surfaces level and true within 1/8 inch per 12 ft.
- 9 • Maximum Ceiling Suspension System Runner rotation from plumb: 2°
- 10
- 11 • PRODUCT CLEANING & REPAIRING
- 12
- 13 • Including Work of other Trades, clean, repair and touch-up, or replace when directed,
- 14 Products which have been soiled, discolored, or damaged by Work of this Section.
- 15 • Remove Debris from Project Site upon Work completion, or sooner if directed.
- 16
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21 END OF SECTION

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- 1
- 2 • PART 1 - GENERAL
- 3
- 4
- 5 • CONTRACT CONDITIONS
- 6
- 7 • Work of this Section is bound by the Contract Conditions and Division 1, bound
- 8 herewith, in addition to this Specification and accompanying Drawings.
- 9
- 10
- 11 • AREAS TO BE COVERED
- 12
- 13 • Where Floor Covering is scheduled:
- 14 • Cover any Accessible Sink Cabinet, Closet, or Alcove Floors opening off these
- 15 Spaces with same Material.
- 16 • Covering not required under permanently built-in Casework and Equipment,
- 17 unless otherwise indicated elsewhere.
- 18 • Where Base is scheduled:
- 19 • Provide around perimeter of Room or Space, unless otherwise indicated
- 20 elsewhere.
- 21 • Include Casework, Free-standing Columns, Pilasters, and other Projections, if
- 22 any.
- 23
- 24
- 25 • RELATED WORK SPECIFIED IN OTHER SECTIONS
- 26
- 27 • None
- 28
- 29
- 30 • ALTERNATES
- 31
- 32 • Refer to Section 01200 for possible effect upon Work of this Section.
- 33
- 34
- 35 • REFERENCED SPECIFICATIONS
- 36
- 37 • Comply with applicable requirements of Standard Specifications and Recommended
- 38 Work Procedures for Resilient Floor Coverings published by the Resilient Floor
- 39 Covering Institute.
- 40 • Copies can be obtained from Institute at 966 Hungerford Dr.; Suite 12-B; Rockville,
- 41 MD 20850; (301) 340-8580.
- 42
- 43
- 44 • COORDINATION
- 45
- 46 • Coordinate with other Trades affecting or affected by Work of this Section.
- 47
- 48

- 1 • PART 1 - GENERAL
2
3
4 • SAMPLES
5
6 • In accordance with Section 01330, submit the following:
7 • Two full size samples of each specified Floor Tile.
8 • Two 12x12 inch samples of each specified Sheet Covering.
9
10
11 • MAINTENANCE INSTRUCTIONS
12
13 • In accordance with Section 01830, submit Manufacturer's recommended Maintenance
14 Products and Methods to General Contractor, for inclusion in Owner's Maintenance
15 Manual.
16
17
18 • INSTALLER'S QUALIFICATIONS
19
20 • Acceptable to Covering Manufacturer.
21
22
23 • PRODUCT DELIVERY
24
25 • Deliver in unopened Packages with Manufacturer's original, legible Labels thereon.
26 • Matching Coverings shall bear Manufacturer's Run Number.
27 • Do not remove Labels or open Packages until Architect inspects.
28
29
30 • PRODUCT STORAGE & HANDLING
31
32 • Protect against damage and discoloration.
33 • Store in dry place.
34 • Maintain Storage Place Temperature above 70° F for immediate 48 hours prior to and
35 during storage.
36
37
38 • ENVIRONMENTAL REQUIREMENTS
39
40 • Perform Work only under the following Minimum Conditions:
41 • Ambient Air Temperature during application and thereafter: 70° F
42 • Substrate Surface Temperature: 70° F
43 • Work Area Illumination measured 3 ft. above Floor: 30 foot candles
44 • Ventilation: If and when using offensive smelling Adhesive, provide sufficient
45 Ventilation to maintain healthy and pleasant environment for Building
46 Occupants.
47
48

- 1 • PART 1 - GENERAL
2
3 • ADVANCE NOTICE
4
5 • Advise Architect to notify Owner when Flooring will be ready to receive Owner-
6 applied Polish.
7
8 • EXTRA STOCK
9
10 • Leave with Owner 1 extra unopened case of each Floor Tile.
11 • Leave with Owner 3 ft. minimum length and full-width Sheet Covering remnants.
12 • Store on Project Premises where directed by Owner.
13
14
15 • PART 2 - PRODUCTS
16
17
18 • GENERAL
19
20 • Covering Materials shall have uniform size and thickness, straight edges, square
21 corners, uniform pattern, and uniform color extending through entire thickness of
22 Material.
23
24 • COLORS & PATTERNS
25
26 • Selected by Architect after Contract award from Manufacturer's standard choices.
27 • Manufacturers listed herein are approved, provided their Material matches selected
28 color and pattern to Architect's satisfaction.
29
30 • VINYL COMPOSITION TILE
31
32 • Manufacturer: Armstrong, Azrock, Flextile, GAF, Mannington, or approved.
33 • Manufacturing Standard: Fed. Spec. SS-T-312B(1) Type IV Composition 1
34 • Thickness: 1/8 inch
35 • Face Size: 12x12 inches
36 • Match existing adjacent tile
37
38 • RUBBER BASE
39
40 • Manufacturer: Armstrong, Burke, Flexco, Goodrich, Johnsonite, Mercer, Noramet,
41 Roppe, Textile, VPI, or approved.
42 • Manufacturing Standard: ASTM F-1861
43 • Type: Top-set with Coved Toe
44 • Height:
45 • At Toilet Room Areas: 6 inches
46 • Elsewhere: 4 inches
47 • Length: Continuous Rolls
48 (Continued)

- 1 • PART 2 - PRODUCTS
2
3 • RUBBER BASE (continued)
4
5 • Required Accessories:
6 • Mitered Internal Corners
7 • Factory-formed External Corners equipped with Tab Extensions for installation
8 behind adjacent Wall Base
9 • Factory-formed End Stops
10
11
12 • REDUCING EDGE STRIPS
13
14 • Manufacturer: Contractor's choice
15 • Material: Rubber
16 • Shape: Beveled
17 • Maximum Thickness: Match adjacent Flooring.
18 • Width: 1 inch
19 • Extent of Work: Provide at any exposed Resilient Flooring edges.
20
21
22 • PRIMER, SEALER, CRACK FILLER, & ADHESIVE
23
24 • Water-resistant type made or recommended by Covering Manufacturer for conditions
25 of use.
26
27
28 • SEALANT
29
30 • Material: Silicone
31 • Manufacturer & Brand: Contractor's choice
32 • Color: Clear Translucent
33 • Manufacturing Standard: ASTM C-920, Type S, Class 25, Grade NS.
34 • Required Ingredient: Mildew Inhibitor
35 • Extent of Work: Provide in Toilet and Bath Rooms at Joint between Rubber Base and
36 Floor.
37
38
39 • CLEANER
40
41 • Neutral type made or recommended by Covering Manufacturer for conditions of use.
42
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- 1 • PART 3 - EXECUTION
2
3
- 4 • EXISTING CONDITIONS
5
6 • Verify that Surfaces to receive Work specified herein are solid, clean, level, and
7 otherwise properly prepared.
8 • Verify that Concrete Slabs to receive Covering do not exceed Moisture and Vapor
9 limits specified by Covering Manufacturer, as determined by Tests specified in Section
10 01453.
11 • Verify that Walls to receive Base extend to within 1/4 inch of Floor.
12 • Prior to starting Work, notify General Contractor of defects requiring correction.
13 • Do not start Work until conditions are satisfactory.
14
15
- 16 • PROTECTING WORK OF OTHER SECTIONS
17
18 • Protect against damage and discoloration caused by Work of this Section.
19
20
- 21 • SURFACE PREPARATION
22
23 • Fill Concrete Slab Cracks less than 1/16 inch wide and Depressions less than 1/8 inch
24 deep with Crack Filler. Notify General Contractor to correct wider Cracks and deeper
25 Depressions.
26 • Provide 1 coat of Primer on any sanded Wood and other Surfaces where recommended
27 by Covering Manufacturer.
28
29
- 30 • LAYOUT
31
32 • Tile Patterns:
33 • Unless otherwise shown on Drawings, layout Tile Field so that no Perimeter
34 Tile is narrower than 1/2 of a full-size Tile.
35 • Install Tile in "stack bond" with continuous straight line joints in both
36 directions.
37 • Install Tile with any pattern "grain" running in checkerboard pattern.
38
39
- 40 • INSTALLATION
41
42 • General:
43 • Follow Manufacturer's Instructions and applicable sections of Referenced
44 Specifications.
45 • Tile:
46 • At least 24 hours before laying, remove Tile from Shipping Cartons and back-
47 stack.
48

- 1 • PART 3 - EXECUTION
2
3 • Rubber Base:
4 • General: Install Factory-formed External Corners with Contact Cement.
5 • At Toilet & Bath Rooms:
6 • Set Base in Sealant Bead previously applied to Floor.
7 • Strike-off Sealant flush with Base.
8 • Remove any surplus Sealant from Base and Floor.
9 • Reducing Edge Strips:
10 • Provide wherever Flooring edges are exposed.
11 • If Flooring terminates at Door opening, center Strip under Door.
12
13
14 • CLEANING, REPAIRING, & POLISHING
15
16 • Do not let Dirt or Soil accumulate on installed Surfaces; if necessary sweep or vacuum
17 daily.
18 • After Covering and Adhesive have set sufficiently, clean Surfaces for Owner-applied
19 Polish.
20 • Leave Surfaces smooth and defect-free.
21 • Including Work of other Sections, clean, repair and touch-up, or replace when directed,
22 Products which have been soiled, discolored, or damaged by Work of this Section.
23 • Remove Debris from Project Site upon Work completion, or sooner if directed.
24
25
26 • PROTECTING COMPLETED WORK
27
28 • Rope-off Work areas and/or provide necessary Coverings to protect Work of this
29 Section.
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35 END OF SECTION
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1 PART 1 - GENERAL

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• CONTRACT CONDITIONS

- Work of this Section is bound by the Contract Conditions and Division 1, bound herewith, in addition to this Specification and accompanying Drawings.

• RELATED WORK SPECIFIED IN OTHER SECTIONS

- Joint Sealants: Section 07920

• ALTERNATES

- Refer to Section 01200 for possible effect upon Work of this Section.

• COORDINATION

- Coordinate with other Trades affecting or affected by Work of this Section.

• PRODUCTS LIST

- Before ordering, submit complete List of Materials proposed for use.
- Obtain Engineer's acceptance before ordering.

• COLOR SAMPLES

- In accordance with Section 01330, submit 3 Samples of each specified Finish, Color, and Sheen.
- Minimum Sample Size: 8-1/2 x 11 inches
- Sample Substrates: Stiff Paper, or approved.
- Obtain Engineer's acceptance before proceeding with Contract Work.

• PRODUCT DELIVERY, STORAGE, & HANDLING

- Deliver in Manufacturer's original, unopened Containers with legible Labels intact.
- Do not open Containers or remove Labels until Engineer inspects.
- Store in suitable location where directed by General Contractor.
- Protect against damage and contamination.
- Remove unacceptable Materials from Project Site.

- 1 • PART 1 - GENERAL
- 2
- 3 • PRODUCT LABELS
- 4
- 5 • Each Product Container Label shall include:
- 6 • Manufacturer's Name
- 7 • Type of Material
- 8 • Manufacturer's Product Number
- 9 • Manufacturer's Batch Number
- 10 • Color
- 11 • Instructions for reducing when applicable
- 12
- 13 • WORK SPACE ENVIRONMENTAL REQUIREMENTS
- 14
- 15 • Comply with Manufacturer's recommendations.
- 16 • Perform Work only under the following conditions, unless otherwise instructed by
- 17 Manufacturer:
- 18 • Maximum Relative Humidity: 85%
- 19 • Minimum Dew Point Variance between Air & Surface Temperature: 5 °F.
- 20 • Minimum Ambient Air & Surface Temperature during application and until
- 21 Film is dry-hard thereafter:
- 22 • At Urethane Coatings: 70 °F.
- 23 • Elsewhere: 45 °F. (con't)
- 24 • Do not work:
- 25 • Where Dust, Air-borne Particles, or Insects are present.
- 26 • Where Inclement Weather may damage Coating Surface.
- 27 • With less than 30 ft. candles of Available Light measured 3 ft. above Floor.
- 28
- 29 • EXTRA STOCK
- 30
- 31 • Submit, in previously unopened Containers, 1 gallon of each color of each Top Coat.
- 32 • Label each Container with Product-identification and Use-location.
- 33 • Store on Project Premises where directed by Owner.
- 34 •
- 35 • PART 2 - PRODUCTS
- 36
- 37 • GENERAL
- 38
- 39 • Products for each general purpose shall be of same Manufacturer. Do not use Products
- 40 of different Manufacturers over one another, except for Shop Prime Coats specified in
- 41 other Sections.
- 42 • Products shall be free of Lead and Mercury and must comply with Federal VOC
- 43 requirements.
- 44 • Products shall have good flowing and brushing properties and shall dry or cure free of
- 45 Blemishes or Sags.
- 46 • Products shall not exceed Code-required Flame-spreads or Smoke-developments.
- 47
- 48

- 1 • PART 2 - PRODUCTS
2
3 • GALVANIZED STEEL PRETREATMENT MATERIAL, if scheduled to be painted
4
5 • Manufacturer & Brand: Amchem Galvaprep, or approved.
6
7 • OTHER COATINGS
8
9 • Products listed below in Paint Schedule shall comply with latest edition of Approved
10 Products List published by Master Painters Institute (MPI). Copies can be obtained
11 from Institute at (888) 674-8937, or they can be viewed by Computer by searching
12 "MPI Approved Product List" and clicking-on "Index by Category".
13
14
15 • COLORS
16
17 • Selected by Interior Designer after Contract award.
18 • Manufacturers listed in Approved Products List are approved provided they can supply
19 Colors that match selected Colors to Engineer's satisfaction.
20
21 • MIXING & TINTING
22
23 • Follow Manufacturer's instructions.
24 • Unless otherwise instructed by Manufacturer, deliver Coatings factory-mixed to
25 Jobsite.
26 • Job-mix and Job-tint only when required by Manufacturer.
27 • Mix only in clean, rust-resistant Containers.
28 • Use Tinting Colors recommended by Coating Manufacturer.
29 • Where Thinner is used, do not exceed Coating Manufacturer's recommendations. Do
30 not use Kerosene or Organic Solvents to thin Water-based Coatings.
31 • Factory-add Fungicidal Agent to all Exterior Coatings and to any Interior Coatings
32 located in high-humidity Spaces.
33
34
35 • PART 3 - EXECUTION
36
37
38 • EXISTING CONDITIONS
39
40 • Examine Surfaces to receive Coatings for existing conditions that could adversely
41 effect Work execution, permanence, or quality. Give particular attention to Primer
42 Coatings applied by other Trades.
43 • Verify that General Contractor has removed Door Hardware, as specified in Section
44 08710.
45 • Do not apply Coating over Substrates which exceed the following Maximum Moisture
46 Content:
47 • Wood: 15%
48 • Gypsum Board: 12%

- 1 • PART 3 - EXECUTION
2
3 • EXISTING CONDITIONS (con't)
4
5 • Prior to starting Work, notify General Contractor about defects requiring correction.
6 • Do not start Work until conditions are satisfactory. Applying Coatings to defective
7 Substrates indicates acceptance of Defective Substrate by Painter, and Painter shall bear
8 all costs to produce acceptable Work, including re-painting entire Surface (No touch-up
9 painting).
10
11
12 • PROTECTING WORK OF OTHER SECTIONS
13
14 • Protect against damage and discoloration caused by Work of this Section.
15 • Prior to painting, remove or otherwise protect any Finish Hardware, Accessories, Cover
16 Plates, Lighting Fixtures, and similar Items. After painting, reinstall Removed Items
17 and remove Protective Coverings.
18 • Do not dump Waste Materials, including Thinners, into Landscape Planting Beds,
19 Plumbing Fixtures, or Storm Drains.
20 • Cover or otherwise protect Paint Storage and Mixing Rooms.
21
22
23 • FIRE PROTECTION
24
25 • Take extraordinary care to prevent Fire.
26 • Open Coating Containers only when needed.
27 • Keep Rubbing Cloths and Oily Rags submersed in Water.
28
29
30 • SURFACE PREPARATION
31
32 • General:
33 • Remove any Loose Material, Dirt, Dust, or Foreign Matter.
34 • Zinc Alloy & Galvanized Steel:
35 • Thoroughly clean with Solvent or pressure-wash with Detergent in hot Water.
36 • Etch Metal with Metal Conditioner or in accordance with Steel Structures
37 Painting Council Specifications.
38 • Stainless Steel:
39 • Thoroughly clean with Solvent, or pressure-wash with Detergent in hot Water.
40 • All other Non-galvanized Ferrous Metal:
41 • Remove any Rust, Grease, Oil, or loose Scale.
42 • Aluminum:
43 • Etch with Phosphoric Acid, or approved.
44 • Wood Doors:
45 • Hand-block-sand Faces and Edges to remove any Handling Marks or Raised
46 Grain.
47 • Other Wood:
48 • Clean Soiled Surfaces with Alcohol, or approved.

- 1 • SURFACE PREPARATION (cont'd)
- 2
- 3 • Remove any Mildew by scrubbing with Trisodium Phosphate Solution, treat
- 4 with Bleach Solution, rinse with clean Water, and allow Surfaces to completely
- 5 dry before proceeding with remaining work.
- 6 • Hand-block-sand Surfaces to remove any Raised Grain.
- 7 • At Opaque Coatings seal any Knots, Pitch, and Resinous Sapwood before
- 8 Primer Coat application.
- 9 • Fill any Voids, including set Nail and other Fastener Holes. At any Natural-
- 10 finished Wood, color Filler to match Wood.
- 11 • Apply Clear Sealer-primer to any smooth-surfaced Fir before applying any
- 12 scheduled Penetrating Stain.
- 13 • Surfaces to receive Polyurethane Enamel:
- 14 • Follow Coating Manufacturer's instructions.
- 15
- 16 • COATING APPLICATION
- 17
- 18 • General:
- 19 • Follow Coating Manufacturer's instructions.
- 20 • Do not apply initial Coating until Surface Moisture Content is within limitations
- 21 recommended by Coating Manufacturer. Where in doubt test with Moisture
- 22 Meter.
- 23 • Except as otherwise specified hereunder, apply Coatings with suitable Brush,
- 24 Roller, or Spray Equipment recommended by Coating Manufacturer.
- 25 • Back-roll or brush-in spray-applied Primer Coats to assure Coating penetration.
- 26 • Maintain Brushes, Rollers, and Spray Equipment clean, free from contaminates,
- 27 and suitably prepared for conditions of use.
- 28 • Do not exceed Coating Manufacturer's specified Coating Application Rate.
- 29 • Follow Coating Manufacturer's recommended Drying Time between succeeding
- 30 Coats.
- 31 • Apply Finish Coats smooth, free of Brush Marks, Streaks, Laps, Coating Pile-
- 32 up, and Skips.
- 33 • Leave any Moldings and Ornaments clean, true to detail, and without excessive
- 34 Coating build-up in Corners and Depressions.
- 35 • Where Coating abuts other Materials or Colors cut Coating Edge clean, sharp,
- 36 and with no overlap.
- 37 • In addition to Door Faces, finish Door Tops, Bottoms, and Edges as specified
- 38 below. If necessary, remove Doors from Frames.
- 39 • Tint each Coat progressively lighter to enable confirmation of Coat quantities.
- 40 • Sand and dust between each Coat to provide anchor for succeeding Coats, and
- 41 to remove any Defects visible from 36 inch minimum distance.
- 42 • Extend Paint Finish behind Mirrors and other similar Wall-mounted Items.
- 43
- 44
- 45
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- 1 • PART 3 - EXECUTION
2
3
4 • Painted Work:
5 • Woodwork: Immediately upon Jobsite delivery, prime all Surfaces including
6 Concealed Surfaces.
7 • Flat Metalwork, including Doors: Apply Paint with Roller or Airless Spray
8 Equipment only. Do not apply by Brush.
9 • If, and when, painting Door Hinges such as on Electrical Panels, open and close
10 Doors several times after painting to prevent Paint bridging across Hinge
11 Knuckles.
12 • Roller-applied High-build Coatings: Do not "move" Paint with roller, and stop
13 rolling prior to roller going dry. Remove roller marks by back-rolling, using
14 minimum possible pressure, and rolling in 1 direction only.
15
16 • FIELD QUALITY CONTROL
17
18 • Before proceeding with remaining Work, request Engineer to inspect each first-finished
19 Room, Space, and Item for acceptability.
20 • Immediately following application, Wet Film Thickness of Coatings may be tested in
21 compliance with ASTM D-4414.
22 • After 14 calendar days following application, Coatings may be tested as follows:
23 • In compliance with ASTM D-4138, Dry Film Paint Thicknesses may be
24 measured using a Mark II Tooke Coating Inspection Gage, or a similar
25 Precision Instrument, designed for measuring Paint Coating Thicknesses.
26 Touch-up Test Surface, which will measure approximately 1 sq. inch per Test.
27 • In compliance with ASTM D-3359 Tape Test, Coating Adhesion may be
28 determined.
29 • Recoat any Work which fails Test.
30
31
32 • PRODUCT CLEANING & REPAIRING
33
34 • Remove any Spills, Splatters, and Stains including those in Paint Storage and Mixing
35 Room.
36 • Unless otherwise approved, refinish entire Surface where portion of Coating is
37 unacceptable.
38 • Remove any Waste Materials, including Thinners, from Landscape Planting Beds.
39 • Including Work of other Trades, clean, repair and touch-up, or replace when directed,
40 Products which have been soiled, discolored, or damaged by Work of this Section.
41 • Remove Debris from Project Site upon Work completion, or sooner if directed.
42
43
44 • PROTECTING COMPLETED WORK
45
46 • Post Signs and install Barricades where necessary to protect Completed Work of this
47 Section against damage and discoloration.
48

- 1 • PART 3 - EXECUTION
- 2
- 3 • PAINTING SCHEDULE
- 4
- 5 • General:
- 6 • Prime Coats specified below may be omitted where Factory-applied Shop
- 7 Coatings have been applied by other Trades.
- 8 • Quantities of Coats specified below are minimum. Finished Work shall be
- 9 even, uniform, and free from cloudy and mottled appearance. Apply additional
- 10 (4 minimum) Coats of any Deep or Bright Tone Colors where necessary to hide
- 11 Substrate.
- 12 • Minimum Dry Film Thicknesses specified below include Prime Coat and Finish
- 13 Coats combined. (con't)
- 14 • PART 3 - EXECUTION
- 15
- 16 • PAINTING SCHEDULE (con't)
- 17
- 18 • Surfaces not coated, unless otherwise indicated elsewhere:
- 19 • Items having complete Factory-applied Finish
- 20 • Irrigation System
- 21 • Chain Link Fencing
- 22 • Face Brick
- 23 • Plastic Laminate Covering
- 24 • Joint Sealants
- 25 • Glass
- 26 • Ceramic & Quarry Tile
- 27 • Acoustic Tile
- 28 • Flooring
- 29 • Roofing
- 30 • Lockers
- 31 • Toilet & Bath Accessories
- 32 • Factory
- 33 • -finished Casework
- 34 • Window Blinds
- 35 • Instructional Labels including Fire-resistance Rating Labels
- 36 • Exterior Stainless Steel:
- 37 • Latex Enamel
- 38 • 1 coat Galvanized Primer (MPI Product #134), followed by:
- 39 • 2 coats Semi-gloss (MPI Level #5) Latex Enamel (MPI Product #11)
- 40 • Minimum Dry Film Thickness: 4.0 mils
- 41 • Exterior Galvanized Steel:
- 42 • Latex Enamel
- 43 • 1 coat Galvanized Primer, (MPI Product #134), followed by:
- 44 • 2 coats Semi-gloss (MPI Level #5) Latex Enamel (MPI Product #11)
- 45 • Minimum Dry Film Thickness: 4.0 mils
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- 1 • PART 3 - EXECUTION
- 2
- 3 • PAINTING SCHEDULE (con't)
- 4
- 5 • Exterior Steel Handrails:
- 6 • Polyurethane Enamel
- 7 • 1 coat Epoxy Coating (MPI Product #98), followed by:
- 8 • 2 coats High Gloss (MPI Level #7) Polyurethane Enamel (MPI Product
- 9 #72)
- 10 • Minimum Dry Film Thicknesses: 5.0 mils
- 11 • All Other Exterior Ferrous Metal:
- 12 • Latex Enamel
- 13 • 1 coat Bonding Primer (MPI Product #107), followed by:
- 14 • 2 coats Semi-gloss (MPI Level #5) Latex Enamel (MPI Product #11)
- 15 • Minimum Dry Film Thickness: 4.0 mils
- 16 • Exterior Woodwork:
- 17 • Alkyd Enamel
- 18 • 1 coat Exterior Alkyd Primer (MPI Product #5), followed by:
- 19 • 2 coats Semi-gloss (MPI Level #5) Alkyd Enamel (MPI Product #94)
- 20 • Minimum Dry Film Thickness: 4.0 mils
- 21
- 22 • Interior Gypsum Board:
- 23 • Latex Enamel
- 24 • 1 coat Gypsum Board Surface Sealer, (applied after Taping but prior to
- 25 Surface Texturing), followed by:
- 26 • 1 coat Latex Primer (MPI Product #50), followed by:
- 27 • 2 coats Eggshell-gloss (MPI Level #3) Latex Enamel (MPI Product #52)
- 28 • Minimum Dry Film Thickness: 4.0 mils
- 29 • Interior Ferrous Metal:
- 30 • Latex Enamel
- 31 • 1 coat Rust Inhibiting Primer (MPI Product #107), followed by:
- 32 • 2 coats Semi-gloss (MPI Level #5) Latex Enamel (MPI Product #54)
- 33 • Minimum Dry Film Thickness: 4.0 mils
- 34 • Interior Woodwork:
- 35 • Latex Enamel
- 36 • 1 coat Latex Primer (MPI Product #5), followed by:
- 37 • 2 coats Semi-gloss (MPI Level #5) Latex Enamel (MPI Product #54)
- 38 • Minimum Dry Film Thickness: 4.0 mils
- 39 • Custom-built Wood Casework:
- 40 • Wood Surfaces exposed when Doors & Drawers are closed:
- 41 • Finish same as similar Interior Woodwork.
- 42 • Wood Door & Drawer Backs & Edges:
- 43 • Finish same as exposed Cabinet surfaces.
- 44 • Wood Surfaces concealed when Doors & Drawers are closed:
- 45 • 2 coats natural color Wood Sealer
- 46 • Casework Backs & Sides against Exterior Walls & Bottoms over on-
- 47 grade
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- 1 • PART 3 - EXECUTION
- 2
- 3 • PAINTING SCHEDULE (Cont.)
- 4
- 5
- 6 • Exposed Mechanical & Electrical Work:
- 7 • Exterior Metal, including Work on Roof:
- 8 • Finish same as other Exterior Metal of same kind.
- 9 • Electrical Panel Board Doors:
- 10 • 1 coat Galvanized Primer (MPI Product #134), followed by:
- 11 • 2 coats Semi-gloss (MPI Level #5) Latex Enamel (MPI Product #94)
- 12 • Minimum Dry Film Thickness: 4.0 mils
- 13
- 14 • Traffic Control Markings:
- 15 • Traffic Paint
- 16 • 1 coat Traffic Paint (MPI Product #97)
- 17 • Extent of Work: Paint Parking Stall Lines 4 inches wide, face and top of
- 18 any painted curbs, and any other Pavement Markings shown on
- 19 Drawings.
- 20 • Colors:
- 21 • Parking Stall Lines: White
- 22 • Driving Lane Dividers, if any: Yellow
- 23 • No Parking Zone Curbs, if any: Yellow
- 24 • No Parking Fire Lanes, if any: Red
- 25 • Pedestrian Crosswalk Lines, if any: Yellow
- 26 • Handicapped Parking Symbols, if any: Blue & White
- 27 • Traffic Direction Arrows, if any: White
- 28 • Minimum Dry Film Thickness: 9.0 mils
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END OF SECTION

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- PART 1 - GENERAL

- CONTRACT CONDITIONS

- Work of this Section is bound by the Contract Conditions and Division 1, bound herewith, in addition to this Specification and accompanying Drawings.

- EXTENT OF WORK

- Provide Blinds over interior face of all Exterior Windows, Relites, and Doors, except at Building Entries.

- Provide each Blind as complete Unit produced by one Manufacturer, including all necessary Hardware, Mounting Devices, Accessory Items, and Fasteners.

- ALTERNATES

- Refer to Section 01200 for possible effect upon Work of this Section.

- REFERENCED SPECIFICATIONS

- Fabricate Blinds in compliance with Commercial Item Description Document 1029 published by American Window Covering Manufacturers Association.

- Copies of Document can be obtained from Association at 355 Lexington Ave.; New York, NY 10017; (212) 661-5300.

- COORDINATION

- Coordinate with other Trades affecting or affected by Work of this Section.

- PRODUCT DELIVERY, STORAGE, & HANDLING

- Protect against damage and discoloration.

- Deliver in Manufacturer's original, unopened, undamaged Packages with legible Labels intact.

- Identify Manufacturer, brand name, finish, color, and installation location on each Package.

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- PART 1 - GENERAL
- FIELD MEASUREMENTS
 - Verify prior to fabrication.
 - If field measurements differ slightly from Drawing dimensions modify Work as required for accurate fit. If measurements differ substantially, notify Architect prior to fabrication.
- PART 2 - PRODUCTS
- HORIZONTAL SLAT VENETIAN BLINDS
 - Manufacturer & Model: Levelor Riviera DustGuard, or approved. Similar Units by Bali-Graber & Hunter-Douglas are approved.
 - Slats:
 - Material: Spring tempered Aluminum
 - Width: 1 inch
 - Finish: Manufacturer's standard
 - Color: Selected by Architect after Contract award from Manufacturer's standard choices
 - Head Rail:
 - Material: Steel
 - Bottom Rail:
 - Material: Steel reinforced to prevent twist or sag.
 - Weight: Sufficient to lower Blind evenly and in alignment
 - Shape: Manufacturer's standard
 - End Caps: Manufacturer's standard Metal or Plastic
 - Finish & Color: Match Slat Interior Face
 - Ladder Color: Match Head Rail
 - Tilter:
 - Type: Manufacturer's standard, disengaging, enclosed, lubricated mechanism to provide full 180° operation, and hold Blinds in any set angle.
 - Operation: Wand-type, length to suit installation.
 - Cords:
 - Type: Manufacturer's standard; fit with self-aligning Position Equalizers and Tassels secured to Cord Ends.
 - Color: Match Slat Interior Face
 - Minimum Breaking Strength: 200 lbs.
 - Cords replaceable without removing Tilter
 - Cord Locks:
 - Type: Manufacturer's standard; automatically capable of holding Blind in any vertical position.

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- 2 • PART 2 - PRODUCTS
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- 5 • FASTENERS
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- 7 • Oval-head, non-corrosive Screws.
- 8
- 9
- 10 • FABRICATION
- 11
- 12 • Fabricate Units to completely fill Opening from Jamb to Jamb and Head to Sill.
- 13 • Align any intermediate Unit ends with vertical Window Mullions or Jambs.
- 14 • Space Supporting Tapes no less than 3-1/2 inches not more than 7 inches from Slat
- 15 ends, and no more than 36 inches apart between.
- 16 • Overlap Slats when fully closed to exclude Light.
- 17 • At Blinds installed on Doors:
- 18 • Secure Blind bottoms to Door with Hooks to prevent Blinds swaying while
- 19 Doors are in motion.
- 20 • Cut-out Slats where necessary to provide Door-operating Hardware access.
- 21 • Locate Controls for easy operation. Notify Architect before fabrication if indicated
- 22 locations can be improved.
- 23
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- 25
- 26 • PART 3 - EXECUTION
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- 29 • EXISTING CONDITIONS
- 30
- 31 • Verify that Work Surfaces are accurately located and secure.
- 32 • Prior to starting Work, notify General Contractor about defects requiring correction.
- 33 • Do not start Work until conditions are satisfactory.
- 34
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- 36 • PROTECTING WORK OF OTHER SECTIONS
- 37
- 38 • Protect against damage and discoloration caused by Work of this Section.
- 39
- 40
- 41 • INSTALLATION
- 42
- 43 • Follow Manufacturer's instructions.
- 44 • Do necessary cutting, tapping, and drilling.
- 45 • Provide necessary clearance to permit unencumbered Sash Hardware and Door
- 46 Hardware operation.
- 47 • Protect Metal Parts in contact with Dissimilar Materials against galvanic corrosion.
- 48 • Securely attach Units plumb, square, and true with Brackets, Clips, and Fasteners.

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- PART 3 - EXECUTION

- ADJUSTMENTS

- Adjust Units to provide correct clearances and overlaps.
- Adjust Moving Parts to operate satisfactorily at time of Project Substantial Completion and during Warranty Period.

- PRODUCT CLEANING & REPAIRING

- Including Work of other Trades, clean, repair and touch-up, or replace when directed, Products which have been soiled, discolored, or damaged by Work of this Section.
- Remove Debris from Project Site upon Work completion, or sooner if directed.

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide pipe, pipe fittings and related items required for complete piping system.
- B. Related Work: Specified in Section 15090, Supports and Anchors, and in Section 15100, Valves.

1.2 QUALITY ASSURANCE

- A. General: ASTM and ANSI Standards are indicated. In addition, special standards are referenced where neither ASTM or ANSI Standards are applicable.
- B. Concealed Plastic Piping: No concealed plastic piping inside the building unless approved by Code or Governing Authorities.
- C. Definitions: Where piping fluid is not indicated in the following paragraphs, provide similar piping materials for similar fluids (i.e., "make-up water" = "domestic water"; "wet stand pipe" = "fire sprinkler pipe"; "drainage piping" = "sanitary/storm sewer piping").

1.3 STORAGE AND HANDLING

- A. Deliver materials to the project site with galvanized pipe manufacturer's labels intact and legible as required by code.
- B. Provide factory-applied end caps on each length of pipe and tube. Maintain end caps through shipping, storage and handling as required to prevent pipe-end damage and eliminate dirt and moisture from inside of pipe and tube. Protect flanges and fittings from moisture and dirt by inside storage and enclosure, or by packaging with durable, waterproof wrapping.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

- A. Black Steel Pipe:
 - 1. Applications:
 - a. Fuel Gas
 - 2. Pipe: Systems 10" or smaller, operating below 400 psi, schedule 40, standard black steel pipe ASTM A-120 or A-53.
 - 3. Underground Fuel Gas Piping: Coated with a minimum of ten mils of factory applied 100% thermosetting epoxy resin.
 - 4. Threaded Fittings: For above ground installations only.
 - a. Banded class 150 malleable iron fittings, ANSI B16.3 to 150 psi.
 - 5. Welding Fittings: For all underground installations, beveled ends, seamless fittings of the same type and class of piping above.

- B. Copper Pipe and Tube:
1. Application:
 - a. Domestic water
 - b. Refrigerant
 - c. Priming lines
 2. Pipe: ASTM B88.
 - a. Above Ground Domestic Water, Heating Water and Liquid Soap: Type L hard temper copper with soldered joints.
 - b. Underground Domestic Water, Heating Water, Diesel Oil and Priming Lines: Type L soft annealed with no joints or type K hard tempered copper with silver soldered joints.
 - c. Refrigerant Piping: ANSI/ASME B31.5 or SAE J 513-F, "Refrigeration Tube Fittings." Where conflicts occur, B31.5 shall govern.
 3. Fittings: Wrought copper solder-joint fittings, ANSI B16.22.
 4. Refrigerant Fittings: ANSI/ASME B31.5 or SAE J 513-F, brazed or flange joints.
- C. Plastic Pipe and Tube:
1. Application: Where approved by Code.
 - a. Cooling coil condensate drain
 2. Pipe:
 - a. Polyvinyl Chloride and Chlorinated Polyvinyl Chloride Plastic Pipe for Water Service: SDR-PR pipe, ASTM D2241; Schedules 40, 80 and 120, ASTM D1785.
 - b. Polybutylene Plastic Pipe and Tubing for Water Service: ASTM D2662 and D2666.
 - c. Polypropylene for distilled water pipe: ASTM D2146 and D2447.
 3. Fittings: Provide fittings of the type indicated, matching piping manufacture. Where not otherwise indicated, provide fittings produced and recommended by the piping manufacturer for the service indicated.
- D. Plastic Pipe - Drainage:
1. Application: Three-story or less structures and where allowed by Code only.
 - a. Sanitary waste
 - b. Plumbing vent
 - c. Rain drain
 2. Pipe:
 - a. Acrylonitrile-butadiene-styrene (ABS) plastic drain, waste and vent piping and fittings (DWV): ASTM D2751 and 4" and 6" and ASTM D2680 for 8" and larger.
 - b. Poly(vinyl chloride) (PVC) plastic drain, waste and vent pipe and fittings (DWV): ASTM D2665.
 3. Fittings: Provide fittings of the type indicated, matching piping manufacture. Where not otherwise indicated, provide fittings produced and recommended for the service indicated by the piping manufacturer.

- E. Plastic Pipe:
 - 1. Application: Where approved by Code.
 - a. Domestic water
 - b. Distilled and deionized water
 - 2. Pipe:
 - a. Cross-linked polyethylene (PEX) tubing for Water Service: ASTM F877; SDR 9. NSF-pw and NSF 61.
 - 3. Fittings: Provide fittings of the type indicated, matching piping manufacture. Where not otherwise indicated, provide fittings produced and recommended by the piping manufacturer for the service indicated.
 - 4. Individual installing and connecting "PEX" tubing shall be certified by the manufacture and use approved tools for install.

2.2 MISCELLANEOUS PIPING MATERIALS/PRODUCTS

- A. Insulating (Dielectric) Fittings: Provide standard products recommended by the manufacturer for use in the service indicated, and which effectively isolate ferrous from non-ferrous piping (electrical conductance), prevent galvanic action, and reduce corrosion. Victaulic "Clear Flow."
- B. Welding Materials: Provide welding materials as determined by the installer to comply with installation requirements.
- C. Soldering and Brazing Materials: Provide soldering materials as determined by the installer to comply with installation requirements.
 - 1. Tin-Antimony Solder: ASTM B32, Grade 95TA.
 - 2. Lead-Free Solder: ASTM B32, Grade HB. Harris "Bridgit" approved.
 - 3. Silver Solder: ASTM B32, Grade 96.5TS.
- D. Gaskets for Flanged Joints: ANSI B16.21; full-faced for cast-iron flanges; raised-face for steel flanges. Pressure and temperature rating required for the service indicated.
- E. Sleeve Seal: Rubber-link pipe wall and casing closure. Thunderline Link-Seal. For fire rated wall, floor or ceiling penetrations, 3-M "CP-25" caulk, "No. 303" putty and/or "PSS 7904" sealing system.
- F. Tracer Wire: 14 gauge, single strand, copper wire with blue insulation for water, green for sanitary and storm sewers, and orange for gas. 3M "DBY" direct bury splice kit required at all splices.

2.3 BACKFILL MATERIALS

- A. Subbase Materials: A graded mixture of gravel, sand, crushed stone or crushed slag.
- B. Finely-Graded Subbase Material: Well graded sand, gravel, crushed stone or crushed slag, with 100% passing a 3/8" sieve.

- C. Backfill Material: Soil material suitable for compacting to the required densities, and complying with AASHTO designation M145, Group A-1, A-2-4, A-2-5. or A-3.
- D. Stabilization Fabric: Nonwoven stabilization and drainage fabric. Mirafi 140S or 140M.

PART 3 - EXECUTION

3.1 PIPE INSTALLATION

- A. General: Install pipe, tube and fittings in accordance with recognized industry practices. Install each run accurately aligned with a minimum of joints and couplings, but with adequate and accessible unions and flanges for disassembly, maintenance and/or replacement of valves and equipment. Reduce sizes (where indicated) by use of reducing fittings. Comply with ANSI B31 Code for Pressure Piping.
- B. Piping Runs: Route piping close to and parallel with walls, overhead construction, columns and other structural and permanent-enclosure elements of the building (pitched for drainage). If not otherwise indicated, run piping in the shortest route which does not obstruct usable space or block access for servicing the building or equipment and avoid diagonal runs. Wherever possible in finished and occupied spaces, conceal piping from view. Do not encase horizontal runs in solid partitions.
- C. Piping: Install for services as specified in Part 2. The following are special requirements and Contractor's options.
 - 1. Underground Drainage Pipe: Install cast iron soil pipe for the following conditions. When specified in Part 2 of this Section and where allowed by Code, plastic piping may be installed in lieu of cast iron piping.
 - a. Under the building to 5' outside the building structure.
 - b. 5' each way from a potable water line crossing.
 - c. First section (minimum 5') from any connection to underground structures such as catch basins, manholes, disposal well or tank, etc.
 - d. Through all fill areas where pipe cannot be rested on undisturbed earth.
 - e. At contractor's option in lieu of concrete or clay sewer pipe (cast iron piping with Ty-seal rubber ring joints).
 - 2. Contractor's Options:
 - a. Standard length of PVC, conforming to AWWA C900, Class 200 with rubber ring joints may be used in place of concrete sewer pipe providing pipe is supported by undisturbed earth and is installed in strict accordance with the manufacturer's recommendations.
 - b. When approved by the Governing Authority, Schedule 40 ABS-DWV or PVC-DWV socket solvent joint piping may be utilized within the project property boundaries.

3. Refrigerant Piping:
 - a. Use Type "L" hard drawn copper tubing and make all changes in direction with wrought copper high temperature solder joint fittings.
 - b. Lay out the refrigerant piping system in a manner to prevent liquid refrigerant from entering the compressor and so that oil will return to the compressor. Slope all horizontal suction lines toward the compressor. Take special care to keep all tubing clean and dry.
 - c. Install all refrigerant piping straight and free from kinks and restrictions, properly supported to minimize vibration. Provide hangers at 5' spacing for 1/2" lines, 6' spacing for 1" lines and 8' spacing for 1-1/2" and larger lines. Submit complete diagram for approval.

- D. Tracer Wire: Install tracer wire as close to underground non-metallic water, sanitary and storm sewers and gas pipe in the trench as possible. Tracer wire shall be accessible at grade via all services, valve and meter boxes, curb cocks, cleanouts at the building, manholes (inside the cover near the top), etc. Locate all points on the record as-installed drawings. Splice into utility tracer system where available. Comply with code requirements.

3.2 PIPING JOINTS

- A. General: Provide joints of the type indicated in each piping system, and where piping and joint as manufactured form a system, utilize only that manufacturer's material.

- B. Cast Iron "No-Hub": All joints in accordance with the Cast Iron Soil Pipe Institute (CISPI) Designation No. 310-90 "Installation Procedures for Hubless Cast Iron Soil Pipe and Fittings For Sanitary and Storm Drain, Waste and Vent Piping Applications". Horizontal runs of 5" and greater shall be braced as indicated in Figure 4. for "rodding" restraints.

- C. Ferrous Threaded Piping: Thread pipe in accordance with ANSI 82.1; cut threads full and clean using sharp dies. Ream threaded ends to remove burrs and restore full inside diameter. Apply pipe joint compound or pipe joint tape (Teflon) where recommended by pipe/fitting manufacturer, on male threads at each joint and tighten joint to leave no more than 3 threads exposed.

- D. Solder Copper Tube and Fitting Joints: In accordance with recognized industry practice. Cut tube ends squarely, ream to full inside diameter, and clean outside of tube ends and inside of fittings. Apply solder flux to joint areas of both tubes and fittings. Insert tube full depth into fitting, and solder in a manner which will draw solder full depth and circumference of joint. Wipe excess solder from joint before it hardens. "T-Drill" field formed tees may be utilized where the main is at least two pipe sizes larger than the branch.

- E. Concrete Sewer Pipe Joints: Comply with applicable provisions of "Concrete Pipe Field Manual" by the American Concrete Pipe Assoc.

- F. Plastic Pipe/Tube Joints: Comply with manufacturer's instructions and recommendations, and with applicable industry standards:
 1. Heat Joining of Thermoplastic Pipe: ASTM D-2657.

2. Making Solvent-Cemented Joints: ASTM D-2865 and ASTM F-402.
- G. Insulating (Dielectric) Fittings: Comply with manufacturer's instructions for installing unions or fittings. Install in a manner which will prevent galvanic action and stop corrosion where the "joining of ferrous and non-ferrous piping" is indicated.
- H. Changes in Direction: Use fittings for all changes in direction. Run lines parallel with building surfaces.
- I. Line Grades:
 1. Drainage Lines: Run at maximum possible grade and in no case less than 1/4" per foot within building.
 2. Vents: Pitch for drainage 1/4" per 10'.
 3. Water: Pitch to low points and install hose bib drains. 3' minimum depth of ground cover for all lines outside building unless otherwise noted.
 4. Heating Piping: Pitch 1" to 40' minimum to low point drips or drains.
- J. Unions and Flanges: At all equipment to permit dismantling and elsewhere as consistent with good installation practice.
- K. Expansion: Provide loops, swing joints, anchors, runouts and spring pieces to prevent damage to piping or equipment.

3.3 MISCELLANEOUS PIPING EQUIPMENT

- A. Floor, Wall and Ceiling Plates: Chrome plated pressed steel or brass screw locked split plates on all pipe penetrations in finished spaces.
- B. Strainers: Install in a manner to permit access for cleaning and screen removal and with blow-off valve.
- C. Sleeves: At all penetrations of concrete or masonry construction. PVC, 24 gauge galvanized steel or Schedule 40 galvanized steel pipe. Use steel pipe sleeves through beams, footings, girders or columns and for all penetrations of walls or floors below grade. Where floor finish is ceramic tile, terrazzo, or similar material extend standard steel pipe sleeves 1-1/2" above finished floor. Fabricate sleeves 1" diameter larger than pipe or insulation. PVC and sheet metal sleeves at non-structural penetrations only.
- D. Sleeve Caulking: Caulk insulated pipe with rubber link seal. Grout uninsulated pipe with cement mortar or approved waterproof mastic. All caulking or grouting shall extend full depth of sleeve. Utilize rubber sealing links in lieu of caulking. Install UL sealing caulk, putty and/or system at all penetrations of fire rated walls, floors and ceiling.

3.4 CLEANING

- A. General: Clean all dirt and construction dust and debris from all mechanical piping systems and leave in a new condition. Touch up paint where necessary.
- B. Domestic Water System: Flush with clean water to eliminate grease, cuttings and foreign matter; run water until clear and free of oil. Chlorinate domestic water as per procedure outlined by Board of Health.

- C. Sanitary and Storm Drainage System:
 - 1. Remove construction debris from cleanouts, drains, strainers, baskets, traps, etc., and leave same accessible and operable. Place plugs in the end of uncompleted conduit at the end of the day or whenever work stops.
 - 2. Before final acceptance of completed sewer system, flush and clean the entire system with water. Trap and remove solid material obtained from flushing and cleaning from the new system. Do not allow debris to enter the existing sewer system.
- D. Gas Piping: Blow clear of debris with nitrogen or oil free air. Clean all low point strainers and pockets.
- E. Refrigeration System Piping: If, for any reason, sanitized and sealed-at-the-mill tubing is not used, clean the tubing as follows:
 - 1. Wipe each tube internally with a dry, lintless cloth followed with a clean lintless cloth saturated with recommended refrigerant.
 - 2. Repeat until the saturated cloth is not discolored by dirt.
 - 3. Wipe with a clean cloth saturated with compressor oil and squeezed dry.
 - 4. Wipe with a dry, lintless cloth.

3.5 TEST

- A. General:
 - 1. Minimum duration of two hours or longer, as directed for all tests. Furnish report of test observation signed by qualified inspector. Make all tests before applying insulation, backfilling, or otherwise concealing piping or connecting fixtures or equipment. Where part of the system must be tested to avoid concealment before the entire system is complete, test that portion separately, same as for entire system.
 - 2. Provide all necessary temporary equipment for testing, including pump and gauges. Remove control devices before testing and do not use piping system valves to isolate sections where test pressure exceeds valve pressure rating. Fill each section with water and pressurize for the indicated pressure and time.
 - 3. Observe each test section for leakage at end of test period. Test fails if leakage is observed or if pressure drop exceeds 5% of test pressure.
- B. Repair:
 - 1. Repair piping system sections which fail the required piping test by disassembly and re-installation, using new materials to the extent required to overcome leakage. Do not use chemical stop-leak compounds, solder, mastics, or other temporary repair methods.
 - 2. Drain test water from piping systems after testing and repair work has been completed.
- C. Sewer: Furnish all facilities and personnel for conducting the test. Test in accord with the requirements of the State Plumbing Inspector and local authorities.
- D. Plumbing Waste and Vent Piping: Hydrostatic test by filling to highest point, but not less than 10' water column on major horizontal portion.
- E. Water Piping: Hydrostatic pressure of 100 psig without loss for four hours.

- F. Fuel Gas Piping: One half hour minimum air at 60 psig for 2 psig gas, and 15 minutes at 10 psig for 7" water gauge Gas or as approved and certified by serving utility.
- G. Tanks and Equipment: Hydrostatic pressure to 1.5 times operating pressure.
- H. Refrigerant System:
 - 1. When the refrigerant connections have been completed, close the compressor suction and discharge valves (or receiver outlet valve in the case of condensing unit) and test the balance of the system to near operating pressure with a dry nitrogen.
 - 2. Carefully test all joints, using soap and water or other sudsing solution. After all joints are tested, discharge the gas and repair all leaks, then repeat the test with a mixture of nitrogen and HCFC-22 and a halide torch or an electronic leak detector.
 - 3. Evacuate the system to remove moisture and non-condensables. Lower the absolute pressure with a vacuum pump to 1000 microns of mercury. Apply external heat as required to vaporize moisture.
 - 4. Dehydrate each refrigerant circuit by satisfactory use of a vacuum pump before charging with refrigerant. Furnish all necessary refrigerant and oil for complete operating charge of the system. Upon completion of the work of construction, test all refrigeration equipment under normal operating conditions and leave in operating order. Adjust automatic temperature controls.
 - 5. After the first 24 hours of operation, measure the pressure drop across the suction filter. If the pressure drop exceeds 5 pounds per square inch, replace the cartridge with a new one, retesting and replacing the cartridge and/or adjusting the system as necessary to achieve a pressure drop of less than 5 pounds per square inch in 24 hours.

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The requirements of this section apply to the mechanical piping and equipment systems specified elsewhere in these specifications.
- B. Provide pipe and equipment hangers, supports, anchors and related items for complete anchor, hanger and support systems.

1.2 QUALITY ASSURANCE

- A. Standards: The Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry Practice SP-58 and SP-69 are referenced in this section.
- B. Provide factory-fabricated horizontal piping hangers, clamps, hanger rod, shields, supports, etc., of the indicated MSS type and size.
- C. Seismic Requirements: Provide seismic restraints in accordance with UBC Section 1632. Design restraint systems in accordance with "Seismic Restraint Manual: Guidelines for Mechanical Systems," Second Edition, 1998, SMACNA, or "A Practical Guide to Seismic Restraint" ASHRAE RP-812, 1999.

1.3 SUBMITTALS

- A. Submittals: In accordance with Section 00 6000
- B. Catalog Data: Submit construction details, and performance characteristics for each type and size of anchor, hanger, and support.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturers: B-Line, Carpenter & Paterson, Grinnell, Michigan, Superstrut, Amber Booth or accepted substitute.
- B. Listed Types: MSS Piping Types listed with Grinnell figure numbers in parentheses where applicable (or other manufacturer's as noted).

2.2 SUPPORTS

- A. Horizontal Piping Hangers and Supports:
 - 1. Adjustable Clevis Hanger: MSS Type 1 (Fig. 260).
 - 2. Adjustable Band Hanger: MSS Type 7 (Fig. 97), fabricated from steel.
 - 3. Adjustable Swivel-Band Hanger: MSS Type 10 (Fig. 70).
 - 4. Clamp: MSS Type 4 (Fig. 212, 216).
 - 5. Double-Bolt Clamp: MSS Type 3 (Fig. 295A, 295H), including pipe spacers.
- B. Equipment and Piping Supports:

1. Channel Support System: Galvanized, 12 gauge channel and bracket support systems, single or double channel as indicated on the Drawings or as required by piping and equipment weights. Grinnell "Power Strut" channel. Acceptable manufacturers: Super Strut, Globestrut, Bee, Kindorf or Unistrut.
 2. Steel Brackets: Welded structural steel shapes complying with one of the following:
 - a. Light Duty: MSS Type 31 (Fig. 194).
 - b. Medium Duty: MSS Type 32 (Fig. 195).
 - c. Heavy Duty: MSS Type 33 (Fig. 199).
 3. Rooftop Pipe Stands: MIRO Industries model 24-R or accepted substitute.
- C. Vertical Pipe Clamps:
1. Two-Bolt Riser Clamp: MSS Type 8 (Fig. 261).
 2. Four-Bolt Riser Clamp: MSS Type 42 include pipe spacers at inner bolt-holes.
- D. Hanger Rod Attachment:
1. Hanger Rod: Grinnell Fig. 140 or 146 for all sizes. Right hand threaded.
 2. Turnbuckles: MSS Type 13 (Fig. 230).
 3. Weldless Eye-Nut: MSS Type 17 (Fig. 290).
 4. Malleable Eye-Socket: MSS Type 16 (Fig. 110R).
 5. Clevises: MSS Type 14 (Fig. 299).
- E. Building Attachments:
1. Concrete Inserts: MSS Type 18 (Fig. 282), steel or Grinnell Power-Strut PS349 continuous channel. Acceptable Manufacturers: Michigan Hanger, Globestrut, Unistrut, Super Strut.
 2. Clamps: MSS Type 19 (Fig. 285, 281), Type 20, 21 (Fig. 225, 226, 131), Type 23 (Fig. 86, 87, 88), Type 25 (Fig. 227), Type 27 through 30 where applicable.
- F. Saddles and Shields:
1. Protection Saddles: MSS Type 39 (Fig. 160).
 2. Protection Shields: MSS Type 40 (Fig. 167).
 3. Preinsulated Pipe Supports: Pipe Shields Inc. or accepted substitute.
 - a. Pipe supported on rods - Models A1000, A2000, A3000, A4000 and A9000.
 - b. Pipe supported on flat surfaces - Models A1000, A2000, A5000, A6000 and A7000.
 - c. Pipe supported on pipe rolls - Models A3000, A4000, A5000, A6000 and A8000.
- G. Miscellaneous Hanger Materials:
1. Metal Framing: Provide products complying with NEMA STD ML 1.
 2. Steel Plates, Shapes and Bars: ASTM A-36.
 3. Cement Grout: Portland cement (ASTM C-150, Type I or Type III) and clean uniformly graded, natural sand (ASTM C-404, Size No. 2). Mix at a ratio of 1.0 part cement to 3.0 parts sand, by volume with only the minimum amount of water required for placement and hydration.
 4. Heavy Duty Steel Trapezes: Fabricate from steel shapes selected for the loads required; weld steel in accordance with AWS Standards.

5. Pipe Guides: Provide factory-fabricated guides, of cast semi-steel or heavy fabricated steel, consisting of a bolted two-section outer cylinder and base with a two-section guiding spider bolted tight to the pipe. Size guide and spiders to clear pipe and insulation (if any), and cylinder. Provide guides of the length recommended by the manufacturer to allow indicated travel.
6. Standard Bolts and Nuts: ASTM A 307, Grade A.
7. Concrete Anchors: Rawl Lok/Bolt, Hilti "HSL," ITT Phillips, Red Head Wedge Anchors, Ramset Trubolt or Dynabolt or accepted substitute.
8. Shop Primer: Manufacturer's standard rust inhibitive primer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Proceed with the installation of hangers, supports and anchors only after the required building structural work has been completed in areas where the work is to be installed. Correct inadequacies including (but not limited to) the proper placement of inserts, anchors and other building structural attachments.
 1. Install hangers, supports, clamps, and attachments to support piping and equipment properly from the building structure. Use no wire or perforated metal to support piping, and no supports from other piping or equipment. For exposed continuous pipe runs, install hangers and supports of the same type and style as installed for adjacent similar piping.
 2. Prevent electrolysis in the support of copper tubing by the use of hangers and supports which are copper plated or by other recognized industry methods.
 3. Support fire sprinkler piping independently of other piping and in accordance with NFPA Pamphlet 13.
 4. Arrange supports to prevent eccentric loading of joists and joist girders. Locate supports at panel points only.
- B. Provisions for Movement:
 1. Install hangers and supports to allow controlled movement of piping systems and to permit freedom of movement between pipe anchors, and to facilitate the action of expansion joints, expansion loops, expansion bends and similar units.
 2. Install hangers and supports so that equipment and piping live and dead loading and stresses from movement will not be transmitted to connected equipment.
 3. Install hangers and supports to provide the indicated pipe slopes, and so that maximum pipe deflections allowed by ANSI B31 are not exceeded. Comply with the following installation requirements:
 - a. Clamps: Attach clamps, including spacers (if any), to piping outside the insulated piping support. Do not exceed pipe stresses allowed by ANSI B31.
 - b. Insulated Pipe Supports: Insulated pipe supports shall be supplied and installed on all insulated pipe and tubing.
 - c. Load Rating: All insulated pipe supports shall be load rated by the manufacturer based upon testing and analysis in conformance with ASME B31.1, MSS SP-58, MSS SP-69 and MSS SP-89.
 - d. Support Type: Manufacturer's recommendations, hanger style and load shall determine support type.

- e. Insulated Piping Supports: Where insulated piping with continuous vapor barrier or where exposed to view in finished areas is specified, install hard maple wood insulation shields (Elcen Fig. 216) or steel pipe covering protection shields (MSS type 39) at each hanger.

C. Pipe Support:

- 1. Vertical Spacing: Support at base, at equivalent of every floor height (maximum 10' as required by Code) and just below roof line.
- 2. Screwed or Welded Steel or Copper Piping: Maximum hanger spacing shall be as follows:

| | <u>Steel</u> | <u>Copper</u> |
|--------------------|--------------|---------------|
| 1-1/4" and smaller | 7' span | 6' span |
| 1-1/2" pipe | 9' span | 6' span |
| 2" pipe | 10' span | 10' span |
| 2-1/2" & larger | 12' span | 10' span |

- 3. Cast Iron Soil Pipe:
 - a. Bell and Spigot: One hanger for each pipe section, close to hub, maximum hanger spacing of 5', except pipe exceeding 5' in length may be supported at not more than 10' intervals and within 18" of any joint.
 - b. Hubless and Compression Joint: At every other joint except when developed length exceeds 4', then at each joint.
 - c. Additional Support: Provide at each horizontal branch and/or at concentrated loads to maintain alignment and prevent sagging.
- 4. Polyvinyl Chloride, Polypropylene and Other Plastic Pipe: Maximum hanger spacing and minimum rod diameters as follows:
 - a. Continuous support 1/2" to 4" pipe size Fee & Mason No. 109 channels with Fee & Mason No. 108 hanger. Lay pipe directly into the channel with fittings or couplings placed in spaces between channel sections. Secure piping to the channel at intervals between hangers with a few turns of vinyl electrical tape.
 - b. Non-Continuous Support: Maximum 4' spans or shorter if required by manufacturer for temperatures and pipe schedule.
 - c. Arrange supports to allow free movement, but restrict upward movement of lateral runs so as not to create reverse grade on drainage pipe.
- 5. Install additional hangers or supports at concentrated loads such as pumps, valves, etc. to maintain alignment and prevent sagging.
- 6. Support Rod: Hanger support rods sized as follows:

| <u>Pipe Size</u> | <u>Rod Diameter</u> | <u>Max. Load</u> |
|------------------|---------------------|------------------|
| 2" and smaller | 3/8" | 610 lb. |
| 2-1/2 to 3-1/2" | 1/2" | 1130 lb. |
| 4" | 5/8" | 1810 lb. |
| 6" | 3/4" | 2710 lb. |
| 8" through 12" | 7/8" | 3770 lb. |

- D. Adjust hangers and supports to bring piping to proper levels and elevations.

- E. Provide all necessary structural attachments such as anchors, beam clamps, hanger flanges and brackets in accordance with MSS SP-69. Attachments to beams wherever possible. Supports suspended from other piping, equipment, metal decking, etc., are not acceptable.
- F. Horizontal banks of piping may be supported on common steel channel member spaced not more than the shortest allowable span required on the individual pipe. Maintain piping at its relative lateral position using clamps or clips. Allow lines subject to thermal expansion to roll axially or slide. Size channel struts for piping weights.

3.2 INSTALLATION OF ANCHORS

- A. Install anchors at the proper locations to prevent stresses from exceeding those permitted by ANSI B31, where recommended in SMACNA "Seismic Restraint Manual" or exceeding manufacturer's recommended loading, and to prevent the transfer of loading and stresses to connected equipment.
- B. Fabricate and install anchor by welding steel shapes, plates and bars to the piping and/or equipment and to the structure. Comply with ANSI B31 and AWS standards and SMACNA "Seismic Restraint Manual."
- C. Bolting: Provide standard plate washers under heads and nuts of bolts bearing on wood. Soap threads of lag bolts prior to installing.
- D. Structural Blocking: Locate as indicated and as required to support mechanical piping and equipment.
- E. Where expansion compensators are indicated, install anchors in accordance with the expansion unit manufacturer's written instructions, to limit movement of piping and forces to the maximums recommended by the manufacturer of each unit.
- F. Anchor Spacings: Install anchors at the ends of principal pipe runs, at intermediate points in pipe runs between expansion loops and bends. Make provisions for presetting of anchors as required to accommodate both expansion and contraction of piping.
- G. Painting: Refer to Section 09900.

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The requirements of this section apply to the valving for the piping system specified elsewhere in these specifications.
- B. Provide valves where shown on the Drawings and specified herein.

1.2 QUALITY ASSURANCE

- A. Provide factory fabricated valves of the type, body material and pressure class indicated and service indicated.
- B. Valve Sizes: Same as connecting pipe size.

PART 2 - PRODUCTS

2.1 VALVE TYPES

- A. General: Where possible, provide valves from a single manufacturer.
- B. Acceptable Manufacturers: Milwaukee, Demco, Crane, Grinnell/Kennedy, Nibco Scott, Hammond, Stockham, and Walworth. Grooved end valves Victaulic, Gustin-Bacon or accepted substitute. Grinnell numbers are given except as noted.
- C. Domestic Water Systems:
 - 1. Valves 2" and smaller:
 - a. Ball, Fig. 3500 (Milwaukee BA200/BA250)
 - b. Check, Fig. 3300
 - 2. Valves 2" and larger:
 - a. Butterfly (<200 deg. F), Fig. 3500 (for hot water only)
 - b. Check, Fig. 3300
- D. Fuel Gas: UL and/or AGA listed valves.
 - 1. Low Pressure, 2" and Smaller Ball Valves, Fig. 3500
 - 2. Low Pressure up to 2" Size, Mueller H 11001
 - 3. 5 psig or Less:
 - a. Up to 1/2" Size, Mueller H 11007 or Grinnell Fig. 3500
 - b. 3/4" Size and Up, MacDonald No. 10552
 - c. Up to 2" size, Mueller H 11100

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Comply with the following requirements:
 - 1. Install valves where required for proper operation of piping and equipment, including valves in branch lines where necessary to isolate sections of piping.

2. Locate valves in accessible spaces (or behind access panels) and so that separate support can be provided when necessary.
 3. Install valves with stems pointed up, in the vertical position where possible, but in no case with stems pointed downward from a horizontal plane.
- B. Insulated Valves: Install extended-stem valves, arranged in the proper manner to receive insulation.
- C. Mechanical Actuators: Install mechanical actuators with chain operators where indicated, where valves 4" and larger are mounted more than 7' above the floor, and where manual operation is difficult because of valve size, pressure differential or other operating conditions. Drop chains to 6'-6" above the floor.
- D. Selection of Valve Ends (Pipe Connections): Select and install valves with ends matching the types of pipe/tube connections.
- E. Valve Access: Provide access panels to all valves installed behind walls, in furring or otherwise inaccessible.
- F. Lubricant-Seal: Select and install plug valves with lubricant-seal except where frequent usage is indicated or can be reasonably expected to occur.
- G. Fluid Control: Install gate, ball, globe, plug, and butterfly valves to comply with ANSI B31. Install check valves where indicated and where flow reversal is obviously not desirable and can be reasonably expected to occur, including piping at the discharge of pumps. Install silent check valves where necessary to eliminate water hammer occurring from reversal of flow.
- H. Application: Valve type and style as shown on the Drawings. Where style is not indicated, use the following:
1. Domestic Water: Ball valves for 2" and smaller and butterfly for 2" and over.
 2. Heating, Solar and Heat Reclaim Water: Use rising stem gate valves in mechanical and/or boiler rooms and globe valves for throttling service. For temperatures up to 200 deg. F, ball and butterfly valves may be used with lever operators with infinite number of settings up to 4" sizes and gear operator with setting indicator on larger sizes.
 3. Use non-rising stem gate valves elsewhere.

END OF SECTION

1 PART 1 - GENERAL

2
3 • DESCRIPTION

4 •
5 • The requirements of this section apply to the insulation of mechanical equipment
6 specified elsewhere in these specifications.

7
8 • QUALITY ASSURANCE

- 9
10 • Insulation Thickness and Thermal Performance: Comply with state energy code.
11 • Composite (Insulation, Jacket or Facing and Adhesives) Fire and Smoke Hazard
12 Ratings: Not to exceed a flame spread of 25 or smoke development of 50.
13 • Component Ratings of Accessories (Adhesives, Mastics, Cements, Tapes, Finishing
14 Cloth for Fittings): Same as "B" requirements above and permanently treated. No water
15 soluble treatments.

16
17 • PRODUCT DELIVERY, STORAGE AND HANDLING

- 18
19 • General: In addition to the requirements specified in Section 15250, the following
20 apply:
21 • Deliver insulation, coverings, cements, adhesives and coatings to the site in
22 factory-fabricated containers with the manufacturer's stamp or label affixed
23 showing fire hazard ratings of the products. Store insulation in original
24 wrappings and protect from weather and construction traffic.
25 • Protect insulation against dirt, water, chemical and mechanical damage. Do not
26 install damaged insulation. Remove such insulation from project site.

27
28
29 PART 2 – PRODUCTS

30
31
32 • ACCEPTABLE MANUFACTURES

- 33 •
34 • Insulating Manufacturers: Manville, Knauf, Armstrong, Owens-Corning, Pittsburgh
35 Corning, Pabco, IMCOA or Certain Teed.
36 • Adhesive Manufacturers: Benjamin Foster, 3M, Insul-Coustic, Borden, Kingco or
37 Armstrong.
38 • Manville products are listed unless indicated otherwise.

39
40 • PIPING INSTALLATION

- 41
42 • Interior Piping Systems 40 to 850° F: Glass fiber preformed pipe insulation with a
43 minimum K-value of 0.23 at 75° F, a minimum density of 3.5 pounds per cubic foot
44 within all-service vapor barrier jacket, vinyl or pre-sized finish and pressure sensitive
45 seal. Manville "Micro-Lok."
46 • Exterior Installations: Same as for interior installations except 0.016" aluminum finish
47 jacket. Manville "Micro-Lok."

1 PART 2 – PRODUCTS

2
3 • PIPING INSTALLATION (continued)

4
5 • Pipe Temperatures Minus 30 to 180° F: Flexible, preformed, pre-slit, self-sealing
6 elastomeric pipe insulation up to 2-1/8" ID, thermal conductivity of 0.27 BTU/hr. sq.
7 ft./in. at 75° F and vapor transmission rating of 0.2 perms/inch. Apply in thickness
8 necessary to prevent condensation on the surface at 85° F and 70% RH. Armstrong
9 "Armaflex 2000" or in concealed locations IMCOA also approved.

10
11 • DUCT INSTALLATION

12
13 • Interior Above Grade Ductwork: Insulate with 2", one pound density, k-value = 0.31
14 at 75° F, glass fiber blanket with "FSK" (Foil-Skrim-Kraft) jacket. Wire and duct
15 adhesive as required on fittings. Manville "Microlite."

16
17 • EQUIPMENT INSULATION

18
19 • Equipment Temperatures Below 70° F: Flexible, closed cell, elastomeric sheet
20 insulation of 5.5 #/cubic feet density and 0.27 thermal conductivity at 75° F Armstrong
21 "Armaflex."

22 • Equipment Temperatures From 70° F to 450° F: Glass fiber 3 pound density insulation
23 with a 0.23 thermal conductivity at 75° F. Manville "814 Spin-Glas" with "FSK" jacket
24 or finished as recommended by manufacturer.

25
26
27 • INSTALATION ACCESSORIES

28
29 • Insulation Compounds and Materials: Provide rivets, staples, bands, adhesives,
30 cements, coatings, sealers, welded studs, etc., as recommended by the manufacturers
31 for the insulation and conditions specified.

32 • Interior Tanks and Equipment Insulation Covering: Finished metal jacket or as
33 recommended by the manufacturer for insulation material specified.

34 • PVC Protective Jacketing and Pipe Fitting Covers: Manville "Zeston 2000" or Ceel-Co
35 "Ceel-Tite 100 Series" with precut fitting fiberglass insulation or approved.

36 • Jacket Lap Sealing Adhesives: Foster "DRION 85-75" contact cement or accepted
37 substitute.

38
39 PART 3 – EXECUTION

40
41
42 • PIPING INSULATION

43
44 • General: Do not insulate underground piping except at joints and fittings on
45 preinsulated piping unless indicated otherwise.

46
47 • Domestic Water Piping:

1 PART 3 – EXECUTION

2
3 • PIPING INSULATION (continued)

- 4
5 • Insulate with glass fiber pipe covering, 1" thick for cold water piping and for 1"
6 and smaller hot water piping; 1-1/2" for 1-1/4" and larger hot water piping.

- 7
8 • At contractor's option and in accordance with Part 2 of this section, elastomeric
9 insulation may be installed on domestic water piping in thicknesses equivalent
10 to the glass fiber insulation. Installation shall comply with the manufacturer's
11 recommendation with joints and seams completely sealed. Insulate hot water
12 return piping same as cold water piping.

13
14 • Interior Rain Drains:

- 15 • Concealed: Insulate with 1" thick one pound density glass fiber blanket and
16 continuous vapor barrier jacket.
17 • Exposed: Insulate with 3.5 pound density glass fiber insulation with continuous
18 vapor barrier jacket.

- 19
20 • Waste line: insulate all pipe exposed to outside temperatures with 3/4" thick glass fiber
21 pipe insulation with a vapor barrier jacket.

- 22
23 • Refrigerant Piping Insulation: Insulate suction piping with minimum 1/2" thick foamed
24 plastic or of thickness necessary to prevent condensation at 85 deg. F and 70% RH.
25 Where possible, slip insulation over the piping as it is installed. Seal all joint and
26 seams.

27
28 • Pipe Fittings:

- 29 • Insulate and finish all fittings including valve bodies, bonnets, unions, flanges
30 and expansion joints with precut fiberglass insulation and preformed PVC
31 covers sealed to adjacent insulation jacket for continuous vapor barrier covering
32 over all fittings.
33 • Use 1/2" thick Armaflex or Aerotube foamed plastic at flexible pipe
34 connections on chilled and/or cold water lines. No insulation on other flexible
35 pipe connections.

- 36
37 • Protective Coverings: Install continuous protective PVC or metal covering on all piping
38 and fittings in mechanical rooms, accessible tunnels, attic spaces, accessible ceilings,
39 etc., where insulation may be subject to damage. Install with rivets or cement seams
40 and joints.

- 41
42 • Piping Insulation Lap Seams and Butt Joints: Install insulation jacket in accordance
43 with manufacturer's recommendation. Where jacket joint and lap seams have not
44 adhered, remove affected section of insulation and reinstall or, when approved by the
45 Architect, apply lap sealing adhesive in accordance with manufacturer's instructions.

1 PART 3 – EXECUTION

2
3 • DUCTWORK INSULATION

4
5 • Ductwork: Insulate the following:

- 6 • All supply and return ductwork in systems routed in unheated spaces or exposed
7 to the outside conditions.
8 • All ductwork required to be insulated by code.
9 • First 10 feet of supply and return air from equipment shall be sound lined.

10
11 • Fittings: Wire and duct adhesive as required. To prevent sagging on all rectangular or
12 square ducts over 24" wide, install Gramweld or equal welding pins on the bottom.
13 Maximum spacing 18" on center in both directions.

14
15 • Installation: Applied with butt joints, all seams sealed with vapor seal mastic or taped
16 with 2" wide vapor-proof pressure sensitive tape. Seal all penetrations with vapor
17 barrier adhesive.

18
19 • Internally Lined Ductwork: Where internally lined ductwork is indicated on the
20 Drawings and/or specified, no exterior insulation is required. Carefully lap the ends of
21 the exterior insulation a minimum of 6" past the interior insulation unless otherwise
22 shown. Seal the end of vapor barrier jacket to the duct with mastic where the vapor
23 barrier is required.

24
25 • Exterior Ductwork: Insulate with 2" thick, 3-pound density fiberglass board finished
26 with 0.016" thick embossed aluminum jacket with longitudinal slip joints and 2" laps.

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29 END SECTION

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- PART 1 - GENERAL
- CONTRACT CONDITIONS
- Work of this Section is bound by the Contract Conditions and Division 1, bound herewith, in addition to this Specification and accompanying Drawings.
- EXTENT OF WORK
- Design, engineer, furnish, and install Automatic Fire Extinguishing System in accordance with Drawings and Specifications and with governing Laws, Regulations, Codes, and Ordinances.
- WORK INCLUDED, SPECIFIED IN OTHER SECTIONS
- ALTERNATES
- Refer to Section 01200 for possible effect upon Work of this Section.
- LAYOUT DRAWINGS
- Show Piping material, layout, and size, as well as exact location and Manufacturers' Model Numbers for Equipment.
- After obtaining Fire Marshal's written approval, submit Drawings for Engineer's approval in accordance with Section 01330.
- RECORD DRAWINGS
- Prepare and submit as specified in Section 01820.
- CERTIFICATE OF COMPLIANCE
- Submit, prior to final payment, 2 copies to Engineer certifying System acceptance by Regulatory Agencies.

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- PART 1 - GENERAL
- OPERATING & MAINTENANCE INSTRUCTIONS
- In accordance with Section 01830, submit to General Contractor for inclusion in Owner's Maintenance Manual.
- COORDINATION
- Coordinate with other Trades affecting or affected by Work of this Section.
- REGULATORY AGENCY REQUIREMENTS
- Obtain and pay for any Permits or Inspections required by Governing Agencies and Utility Companies.
- Follow State Fire Marshal's requirements.
- PRODUCT DELIVERY, STORAGE, & HANDLING
- Protect against damage and discoloration.
- Store Packaged Materials in Manufacturer's original Containers with legible Labels intact.
- FIELD MEASUREMENTS
- System layout on Drawings, including Water Main location, is diagrammatic and may not be exact.
- Verify prior to fabrication.
- If field measurements differ slightly from Drawing dimensions modify Work as required for accurate fit. If measurements differ substantially, notify Engineer prior to fabrication.
- ADVANCE NOTICES
- Notify Engineer and Governing Authorities at least 24 hours prior to covering over Work of this Section so inspections can be made.

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- PART 1 - GENERAL

- SPARE PARTS

- Wall-mount near Main Valve, where directed, Metal Box containing 6 extra Sprinkler Heads of each type used.

- PART 2 - PRODUCTS

- PIPE & FITTINGS

- Material: Comply with Regulatory Agency requirements.

- SPRINKLER HEADS

- Manufacturer: Contractor's choice
- Head Material: Bronze
- Escutcheon Color: White
- Type:
 - At Finished Ceilings: Flush
 - At Sidewalls: Deluge as required in lieu of fire-resistive construction
 - At Exterior Areas: Dry

- REQUIRED ACCESSORIES

- Alarms, Switches, Hose Connections, Valves, Back Flow Preventers, Alarm Wiring, and anything else necessary for Regulatory Agency approved operational System.
- Hangers, Supports, Trim, Escutcheon, and anything else necessary for structurally sound and neat installation.
- Temporary Covers to protect Sprinkler Heads against damage and discoloration until adjacent Finishing Work is complete and accepted.

- 1 • PART 2 - PRODUCTS
2
3
4 • OTHER REQUIRED MATERIALS
5
6 • Manufacturer: Contractor's choice
7 • Type: Satisfy conditions of use.
8 • Quantity: Provide all required for complete and properly operational System.
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12 • PART 3 - EXECUTION
13
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15 • EXISTING CONDITIONS
16
17 • Verify that Surfaces and Structure to receive Work specified herein are accurately sized
18 and located, sound, secure, true, complete, and otherwise properly prepared.
19 • Verify Water Supply location and adequacy.
20 • Prior to starting Work, notify General Contractor about defects requiring correction.
21 • Do not start Work until conditions are satisfactory.
22
23
24 • PROTECTING WORK OF OTHER SECTIONS
25
26 • Protect against damage and discoloration caused by Work of this Section.
27
28
29 • CUTTING & PATCHING
30
31 • Comply with Section 01730.
32
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39 • PIPE INSTALLATION
40
41 • General:
42 • Follow Manufacturer's instructions and Regulatory Agency requirements.
43 • Locate exposed Piping, if any, as near as possible to Building Framing
44 Members, and parallel to Building lines.
45

(Cont.)

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- 1 • PART 3 - EXECUTION
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- 4 • PIPE INSTALLATION (Cont.)
- 5
- 6 • Sprinkler Heads:
- 7 • Align and proportionally space between adjacent Building Features.
- 8 • Escutcheons:
- 9 • After removing Temporary Protective Covers from Sprinkler Heads, provide
- 10 Escutcheons where exposed Piping and Sprinkler Heads pass through Walls,
- 11 Ceilings, and other Surfaces.
- 12
- 13
- 14 • ALLOWABLE INSTALLATION TOLERANCES
- 15
- 16 • Locate Piping and Sprinkler Heads within 1/4 inch of indicated position.
- 17
- 18
- 19 • PRESSURE TESTS
- 20
- 21 • Conduct prior to concealing Pipe, and in accordance with Regulatory Agency
- 22 requirements.
- 23 • Make in Engineer's, or his authorized Agent's, presence.
- 24
- 25
- 26 • PROTECTING COMPLETED WORK
- 27
- 28 • Protect against displacement and intrusion by foreign matter.
- 29
- 30
- 31 • PRODUCT CLEANING & REPAIRING
- 32
- 33 • Including Work of other Trades, clean, repair and touch-up, or replace when directed,
- 34 Products which have been soiled, discolored, or damaged by Work of this Section.
- 35 • Remove Debris from Project Site upon Work completion, or sooner if directed.
- 36
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- 41 END OF SECTION
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- PART 1 - GENERAL
- CONTRACT CONDITIONS
- Work of this Section is bound by the Contract Conditions and Division 1, bound herewith, in addition to this Specification and accompanying Drawings.
- EXTENT OF WORK
- In accordance with Drawings and Specifications and with governing Laws, Regulations, Codes, and Ordinances; design, engineer, furnish, and install Electrical System including Telephone, Cable Television, Fire Detection & Alarm, Security System, Power, and Lighting.
- ALTERNATES
- Refer to Section 01200 for possible effect upon Work of this Section.
- COORDINATION
- Coordinate with other Trades affecting or affected by Work of this Section.
- Consult General Construction Drawings for Building framing, Door swings, Counter heights, and other Work affecting Electrical Rough-in locations and routing.
- Consult Mechanical Documents for Mechanical Equipment type and locations, and other Work affecting Electrical Rough-in and routing.
- REQUIRED SUBMITTALS
- Submit similar to Shop Drawings, all at one time, and as specified in Section 01330.
- Include picture and detailed information about the following:
 - Lighting Fixtures
 - Fire Alarm System Equipment
 - Security System Equipment
- OPERATING & MAINTENANCE INSTRUCTIONS
- Submit for Electrical Equipment requiring operating instructions or maintenance.
- Deliver to General Contractor for inclusion in Owner's Maintenance Manual as specified in Section 01830.

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- PART 1 - GENERAL
- RECORD DRAWINGS
 - Submit in accordance with requirements Specified in Section 01820.
- REGULATORY AGENCY REQUIREMENTS
 - Obtain and pay for Permits and Inspections required by Governing Agencies and Utility Companies.
 - Comply with governing requirements of Building Code, Electrical Code, UL, NFPA, NEMA, ADA, and OSHA.
- PRODUCT DELIVERY, STORAGE, & HANDLING
 - Protect against damage and discoloration.
- FIELD MEASUREMENTS
 - System layout on Drawings, including Existing Power location, is diagrammatic and may not be exact.
 - Verify prior to fabrication.
 - If field measurements differ slightly from Drawing dimensions modify Work as required for accurate fit. If measurements differ substantially, notify Architect prior to fabrication.
- ADVANCE NOTICES
 - Notify Architect and Governing Authorities at least 48 hours prior to covering over Work of this Section so inspections can be made.
- SPECIAL WARRANTY
 - Warranty Period from date of Project Substantial Completion:
 - Incandescent Lamps: 60 days
 - All other Work: See Contract Conditions

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- PART 2 - PRODUCTS

- WALL SWITCHES

- Manufacturers: Contractor's choice
- Grade: Specification
- Type: Lifetime quiet
- Amps: 20
- Color:
 - At Light-colored Surfaces: Ivory
 - Elsewhere: Dark Brown

- CONVENIENCE OUTLETS

- Manufacturers: Contractor's choice
- Grade: Specification
- Type: Duplex and groundable
- Amps: 15
- Volts: 125
- Color:
 - At Light-colored Surfaces: Ivory
 - Elsewhere: Dark Brown
- Ground Fault Interrupters: Provide in Kitchen, Laundry, and Bathroom Outlets, and in Exterior Outlets.

- COVER PLATES

- Manufacturers: Contractor's choice
- Type Where Exposed To Moisture: Waterproof
- Material: Plastic
- Color:
 - At Light-colored Surfaces: Ivory
 - Elsewhere: Dark Brown

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- PART 2 - PRODUCTS

- OUTLET BOXES

- Manufacturer: Contractor's choice
- Material: One-piece pressed Galvanized or Shearadized Steel
- Size & Shape: Accommodate Conductors and Devices
- Types:
 - Boxes Installed Outdoors or in Damp Locations, if any: Gasketed Cast Metal with threaded Hubs.
 - Elsewhere: Satisfy conditions of use

- PANELBOARDS

- Manufacturers: Contractor's choice
- Type: Dead-front, safety type, bolt to bus, with thermal-magnetic Circuit Breakers.
- Number of Breakers, Trip Rating in Amperes, & Poles: See Drawings
- Capacity: Provide spare spaces to accommodate 10% more Breakers than required by Contract Work.
- Enclosures: Code gauge Galvanized Steel with hinged Doors
- Labels: Label Breakers and identify Panels with Permanent Plastic Labels, and provide typewritten Circuit Identification Card mounted behind clear Plastic.

- LIGHTING FIXTURES

- Manufacturer & Type: See Lighting Fixture Schedule. Other Manufacturers may submit Substitution Approval Requests in accordance with Section 01630.

- LAMPS

- Manufacturers: Contractor's choice
- Wattage: Match maximum amount recommended by Fixture Manufacturer, unless smaller amount specified in Lighting Fixture Schedule.

- AUTOMATIC LIGHT CONTROLER SYSTEM

- Manufacturer: Contractor's choice
- Photocells:
- Type: Adjustable and weatherproof

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- PART 2 - PRODUCTS

- AUTOMATIC LIGHT CONTROLER SYSTEM (Cont.)

- Automatic Controllers:

- Type: Factory-wired
- Clock Capacity: 7 days
- Required Accessory: 24 hr. Battery backup

- Test Switches:

- Type: As required to verify System operation during daylight conditions

- Extent of Work:

- Provide complete system to automatically control Exterior Lighting from dusk-to-dawn.

- BUILDING ENTRY CONTROL SYSTEM

- Manufacturer & Model: Contractor's choice

- Type: Satisfy conditions of use.

- Material & Finish: Selected by Architect after Contract award from Manufacturer's standard choices.

- Performance Requirements:

- Connect Building Exit Doors with Master Control Panel located in Building Office where directed by Architect.
- Except when cleared by successful Card Reader pass, System shall activate Alarm when Building Doors are opened.

- SMOKE DETECTORS

- Manufacturer: Contractor's choice

- Type: Combination Photo-electric & Ionization

- Performance Requirements: Sound Alarm when activated by Smoke or Particles of Combustion.

- Power: Hard-wired

- Extent of Work: Provide where shown on Drawings.

- FIRE ALARM SYSTEM

- Manufacturer: Contractor's choice

- Type: Automatic

- Required Components: Main Control Panel, Break-glass Alarm Signal Stations, Alarm Bells, Enunciators, Wiring, etc., required for complete and properly operating System.

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- PART 2 - PRODUCTS

- TELEPHONE SYSTEM MATERIALS

- Equipment Mounting Board:

- Material: Plywood
- APA Grade: C-D Exposure 1
- Thickness: 3/4 inch
- Finish: 1 coat Primer followed by 1 coat Alkyd Enamel as specified in Section 09900
- Color: Match adjacent Wall

- Terminal Outlet Cover Plates: Furnished and installed by this Contractor; match Electric Outlet Cover Plates specified above.

- OTHER REQUIRED MATERIAL

- Manufacturer: Contractor's choice
- Type: Satisfy conditions of use
- Quantity: Provide all required for complete and properly operating System.

- PART 3 - EXECUTION

- EXISTING CONDITIONS

- Verify that Surfaces and Structure to receive Work specified herein are accurately sized and located, sound, secure, true, complete, and otherwise properly prepared.
- Prior to starting Work, notify General Contractor about defects requiring correction.
- Do not start Work until conditions are satisfactory.

- PROTECTING OTHER WORK

- Protect against damage and discoloration caused by Work of this Section.

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- PART 3 - EXECUTION

- CONDUIT INSTALLATION

- Follow Manufacturer's directions.
- Unless otherwise shown on Drawings, locate any exposed Conduit as near as possible to Building Framing Members, and parallel to Building lines.
- Do not locate within 6 inches of Hot Water Lines or Heating Units.
- Do not interfere with Concrete Reinforcing placement.

- WIRING

- Follow Code requirements for number of Wires and Conduit sizes.
- Clean and dry Conduit interior before pulling Wire.
- Avoid Wire and Insulation injury during pull-in. Lubricate with Powdered or Flax Soap.
- Delay Wire pull-in until construction which might damage Insulation or fill Conduit with Foreign Matter is complete.
- Balance loads on Panelboard Bus.
- Check after Wiring connections are complete and, if necessary, correct Outlet polarity and Motor rotation.

- GROUNDING

- Permanently ground Conduit Systems Supports, Cabinets, Equipment Cases, Switchboards, Motor Frames, and System Neutral Conductors.
- Maintain: Equipment Ground Continuity throughout System.
- Where Grounding Conductor is enclosed in Conduit, provide Ground Clamp which grounds both Conductor and Conduit. Copper-clad Strap Metal not acceptable.
- Where Equipment Grounding Conductors are exposed in Boxes or Panels, insulate Conductors and label.

- EQUIPMENT CONNECTIONS

- Furnish and install Wiring and Connections to electric-powered Equipment, including that specified in Division 15.

- SWITCH INSTALLATION

- Unless otherwise shown on Drawings, locate as close to Door Jamb as possible; if more than one, arrange in row.
- Do not position back-to-back in Walls.

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- PART 3 - EXECUTION

- AUTOMATIC LIGHT CONTROLER INSTALLATION

- Face any roof-mounted Photocells toward North; face others toward available light.
- Verify Owner's timing schedule and set Controller accordingly.

- MOUNTING HEIGHTS

- Mounting heights above Floor, unless otherwise shown on Drawings:
 - Switches: 48 inches
 - Power Receptacles:
 - Above Countertops: 48 inches (mount horizontally)
 - Elsewhere: 24 inches

- FIRE ALARM SYSTEM INSTALLATION

- Follow Manufacturer's instructions and NFPA Standards.
- Mount neatly and securely where shown on Drawings.

- ALLOWABLE INSTALLATION TOLERANCES

- Locate Fixtures and Outlets within 1/2 inch of locations indicated on General Construction Drawings.

- ADJUSTMENTS

- Make necessary adjustments to align Fixtures, Switches, Outlets, etc.

- PROTECTING COMPLETED WORK

- Protect against displacement and intrusion by foreign matter.

- PRODUCT CLEANING & REPAIRING

- Including Work of other Trades, clean, repair and touch-up, or replace when directed, Products which have been soiled, discolored, or damaged by Work of this Section.
- Remove Debris from Project Site upon Work completion, or sooner if directed.

END OF SECTION

TENANT IMPROVEMENT FOR: WILLAMETTE CAREER ACADEMY

1200 Lancaster DR NE, Salem OR 97301

DRAWING INDEX

- A2.1 EXISTING & PROPOSED FLOOR PLAN
- A2.2 FIRE LIFE SAFETY PLAN
- A5.1 EXISTING & PROPOSED INTERIOR ELEV.
- A6.1 EXISTING & PROPOSED RCP
- M2.1 EXISTING & PROPOSED MECHANICAL PLAN
- EP2.1 PROPOSED ELECTRICAL & PLUMBING PLAN
- EP2.2 PANEL SCHED. & EXIST ELECTRICAL PLAN

CODE SUMMARY

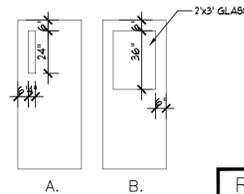
CODE: 2022 O55C
 OCC: E NO CHANGE IN OCC.
 CONST: III-B

ALLOW AREA: 58,000# > 47,044# OK NO INCREASE IN AREA

SPRINKLERS: YES

PROJECT AREA: 1,190#

| DOOR SCHEDULE | | ALL DOORS TO RECEIVE LEVER TYPE HARDWARE | |
|---------------|-------------------|--|--------|
| NO. | SIZE | TYPE | FINISH |
| 101 | 3'-0"x7'-0"x13/4" | B | TP |
| E | EXISTING | - | - |



HARDWARE SCHEDULE

GROUP 1
ALL HARDWARE EXISTING

DOOR TYPES

1. * * SHOWN ON SCHEDULE INDICATES TYPICAL
2. DOOR TYPES
3. CONSTRUCTION
 - TYPICAL - SOLID CORE
 - HC - HOLLOW CORE
 - HM - HOLLOW METAL
 - MC - MINERAL CORE
 - RU - ROLL UP/COIL
 - AL - ALUMINUM & GLASS
4. MATERIAL/FINISH
 - TYPICAL - WOOD TRANSPARENT
 - WF - WOOD FACTORY
 - PL - PLASTIC LAMINATE
 - ME - METAL ENAMEL
 - WE - WOOD ENAMEL
 - FF - FACTORY FINISH
5. GLASS
 - TYPICAL - CLEAR WIRE
 - TP - TEMPERED PLATE
 - SF - SAFETY GLASS
6. 20, 45, 60, 90, INDICATES RATING IN MINUTES FOR OPENING
7. TYPICAL FRAMES SHOWN * * NUMBER INDICATES DETAIL SHOWN ON SHEET
8. NUMBER REFERS TO HARDWARE GROUP OF HARDWARE SCHEDULE

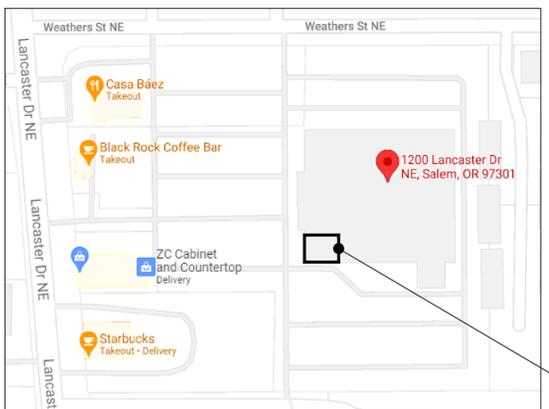
| ROOM FINISH SCHEDULE | | FLOOR | BASE | WALLS | CEILING | | | | | | | | | | | | | | | | |
|----------------------|---------------------|-------|-----------|-------------------|----------------|------|-----|-----------|----------|---------|--------------|---------------|---------------|----------------|------------------|--------------|---------------|--------------|---------|----------------------|--|
| NO. | ROOM | VCT | CARPET #1 | EXISTING CONCRETE | POLISHED CONC. | TILE | VCT | CARPET 4" | VINYL 4" | WOOD 6" | G.B. (PAINT) | G.B. (ENAMEL) | G.B. (ENAMEL) | TILE - 4" HIGH | TILE - 7-2" HIGH | G.B. (PAINT) | G.B. (ENAMEL) | G.B. (EPOXY) | L-1-PF2 | UNFINISHED STRUCTURE | |
| 101 | LABORATORY | | | | | | | | | | | | | | | | | | | | |
| 102 | OPERATORY | | | | | | | | | | | | | | | | | | | | |
| 103 | OPERATORY | | | | | | | | | | | | | | | | | | | | |
| 104 | OPERATORY | | | | | | | | | | | | | | | | | | | | |
| 105 | STERILIZATION | | | | | | | | | | | | | | | | | | | | |
| 106 | OPERATORY | | | | | | | | | | | | | | | | | | | | |
| 107 | EXISTING ELECTRICAL | | | | | | | | | | | | | | | | | | | | |
| 108 | OPERATORY | | | | | | | | | | | | | | | | | | | | |
| 109 | OPERATORY | | | | | | | | | | | | | | | | | | | | |
| 110 | OPERATORY | | | | | | | | | | | | | | | | | | | | |
| 111 | OPERATORY | | | | | | | | | | | | | | | | | | | | |

REPAIR EXISTING VCT AS REQ'D FOR PLUMBING/ELECTRICAL

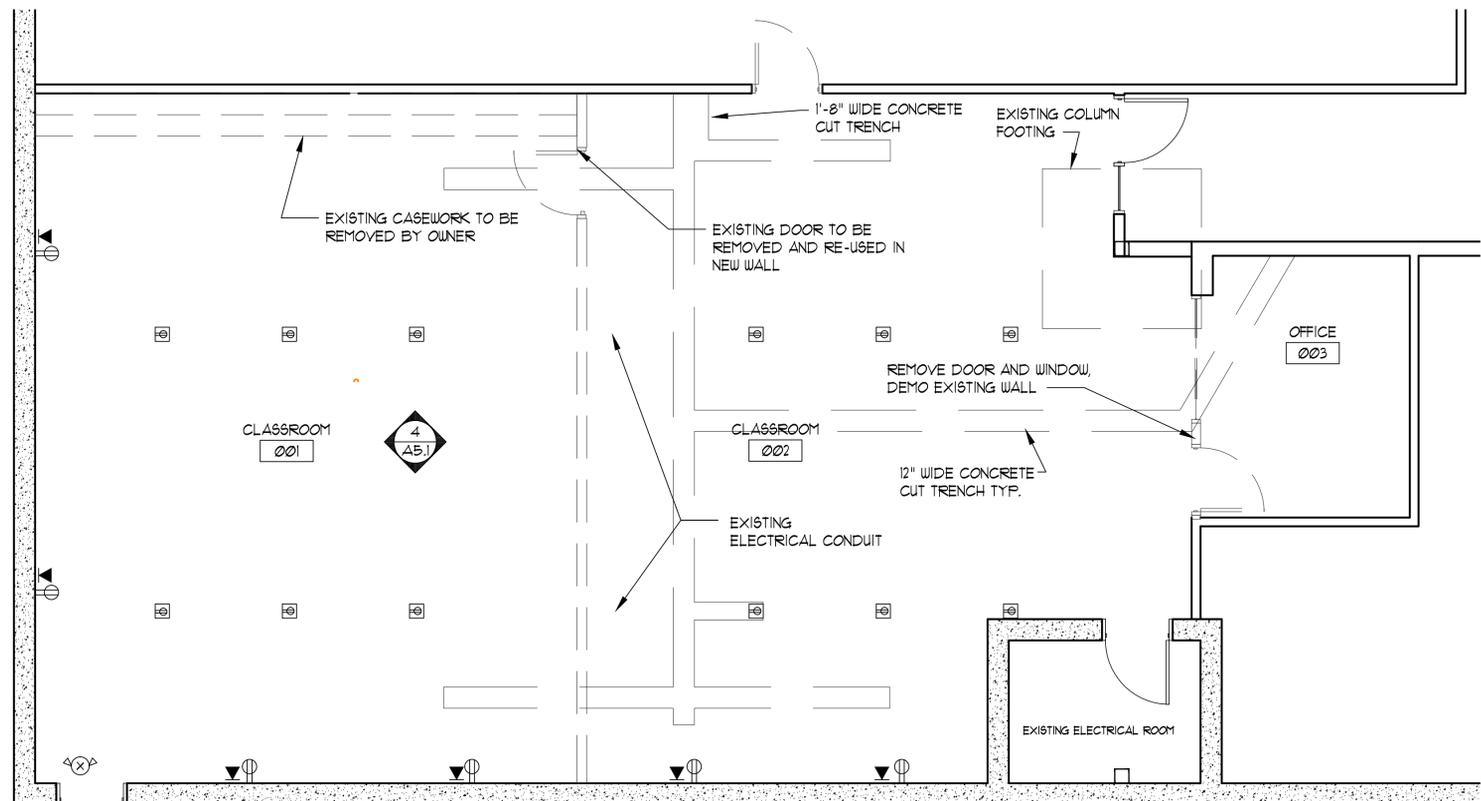
KEYNOTES - CABINET/EQUIP

- 1 QE241348 SEE SECT. 06410
- 2 QE241351 FOR OFOI
- 3 QE241350 CASEWORK/EQUIP
- 4 QE241349
- 5 QE241353
- 6 QE241352
- 7 QE241306
- 8 Handwash Sink
- 9 QE241354
- 10 C5550 Dental Chair

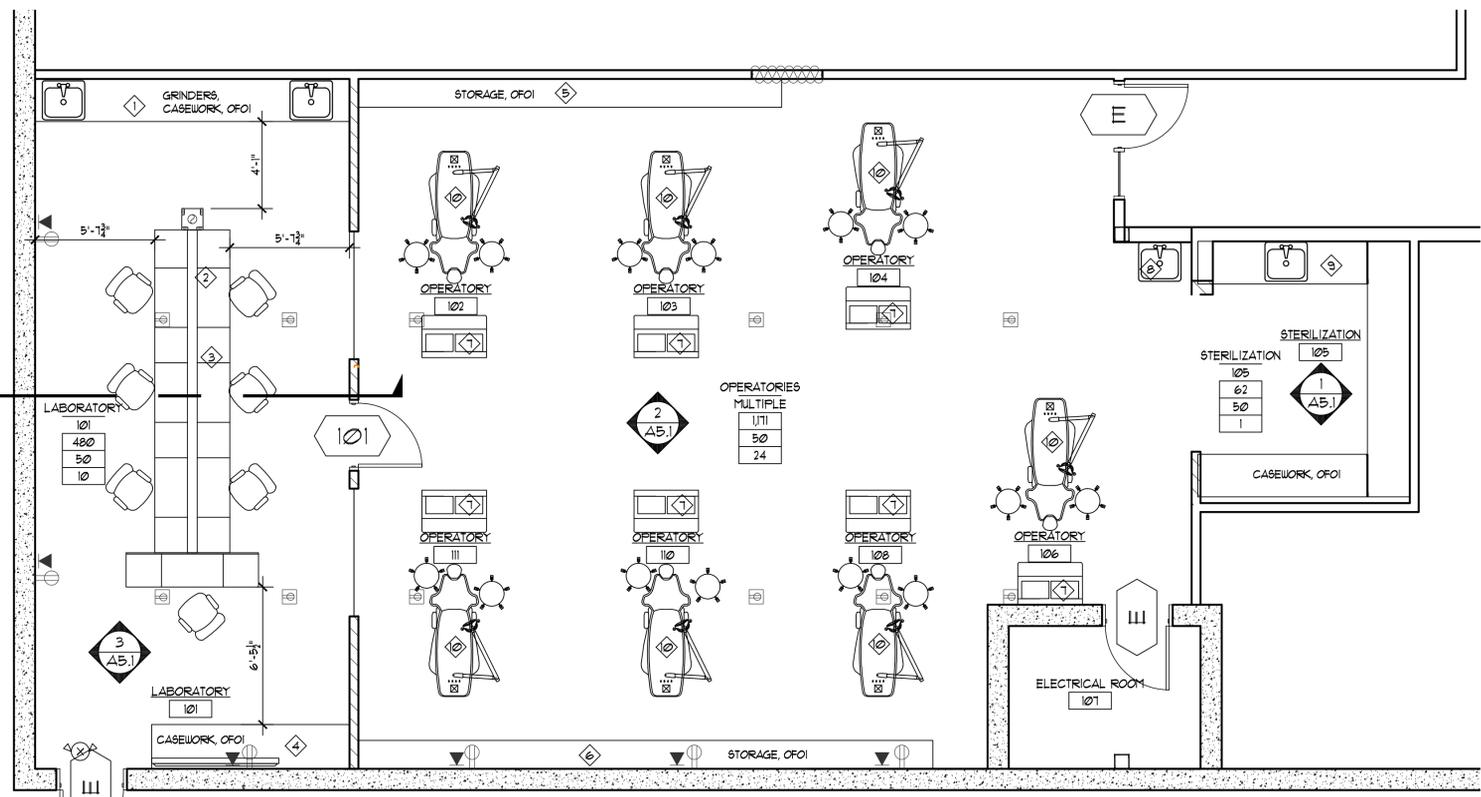
PROJECT LOCATION
1200 LANCASTER DR
NE, SALEM OREGON
97301



2 VICINITY MAP
SCALE: NOT TO SCALE



EXISTING / DEMO FLOOR PLAN
SCALE: 1/4" = 1'-0"



PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"

RONALD JAMES PED ARCHITECT P.C.
1600 952 1458

REGISTERED ARCHITECT
RONALD JAMES PED
SALEM, OREGON
STATE OF OREGON

ALTERATIONS FOR
WCA Dental Assisting Program
1200 LANCASTER DRIVE NW

DATE: 1 APRIL 2024
DRAWN: TB
JOB NO.: 2418
A2.1

LAST SAVED: Mon, 15 Apr 2024 - 10:39 am LOCATION: P:\2418 Willamette Career Academy\Permit\A2.1 04.12.24.dwg A2.1
 PRINTED: Mon, 15 Apr 2024 - 10:51 am PRINTED BY: trevo

CODE SUMMARY

CODE: 2022 O65C
 EXISTING OCC: E, NO CHANGE IN OCCUPANCY
 CONST: III-B

ALLOW AREA: 58,000# > 47,044# OK, NO CHANGE IN AREA.
 PROJECT AREA: 1,790 SF

SPRINKLERS: YES

EGRESS WIDTH REQUIRED
 TOTAL OCCUPANTS: 1233 OCCUPANTS
 REQUIRED SIZING: 1233/0.2 = 2466" REQ'D PER 1005.3.2

EGRESS WIDTH PROVIDED
 (6) 36" DOORS 36/0.2 = 1080"
 (1) 72" DOORS 72/0.2 = 360"
 (2) 108" DOORS 108/0.2 = 1080"
 TOTAL PROVIDED = 2520" > 2466" REQ'D OK

EXIT TRAVEL DISTANCE
 FULLY SPRINKLERED - TRAVEL DISTANCE DOES NOT EXCEED 250'
 SEPERATION OF EXITS MUST BE GREATER THAN 1/3 THE MAXIMUM DIAGONAL BUILDING DIMENSION (174' > 1/3 OF 314')

PLUMBING SCHEDULE: ACTUAL BY GOVERNANCE
 APPLICABLE OCCUPANTS: 950/2 = 600/2 = 475 MEN 300 MEN
 475 WOMEN 300 WOMEN

PER O65C TABLE 2901

| OCCUPANCY | WATER CLOSETS | | LAVATORIES | | DRINKING FOUNTAINS |
|-----------|------------------|--------------------|------------------|--------------------|--------------------|
| | MALE 1 PER 50 | FEMALE 1 PER 50 | MALE 1 PER 50 | FEMALE 1 PER 50 | |
| E | 6 | 6 | 6 | 6 | 1 PER FLOOR |

PROVIDED FIXTURES

| | | | | | |
|--|---|---|---|---|---|
| | 8 | 8 | 5 | 6 | 3 |
|--|---|---|---|---|---|

TABLE 1017.2
 EXIT ACCESS TRAVEL DISTANCE.

| OCCUPANCY | WITHOUT SPRINKLER SYSTEM (feet) | WITH SPRINKLER SYSTEM (feet) |
|----------------------|---------------------------------|------------------------------|
| A, E, F-1, M, R, S-1 | 200' | 250' |
| I-1 | Not Permitted | 250' |

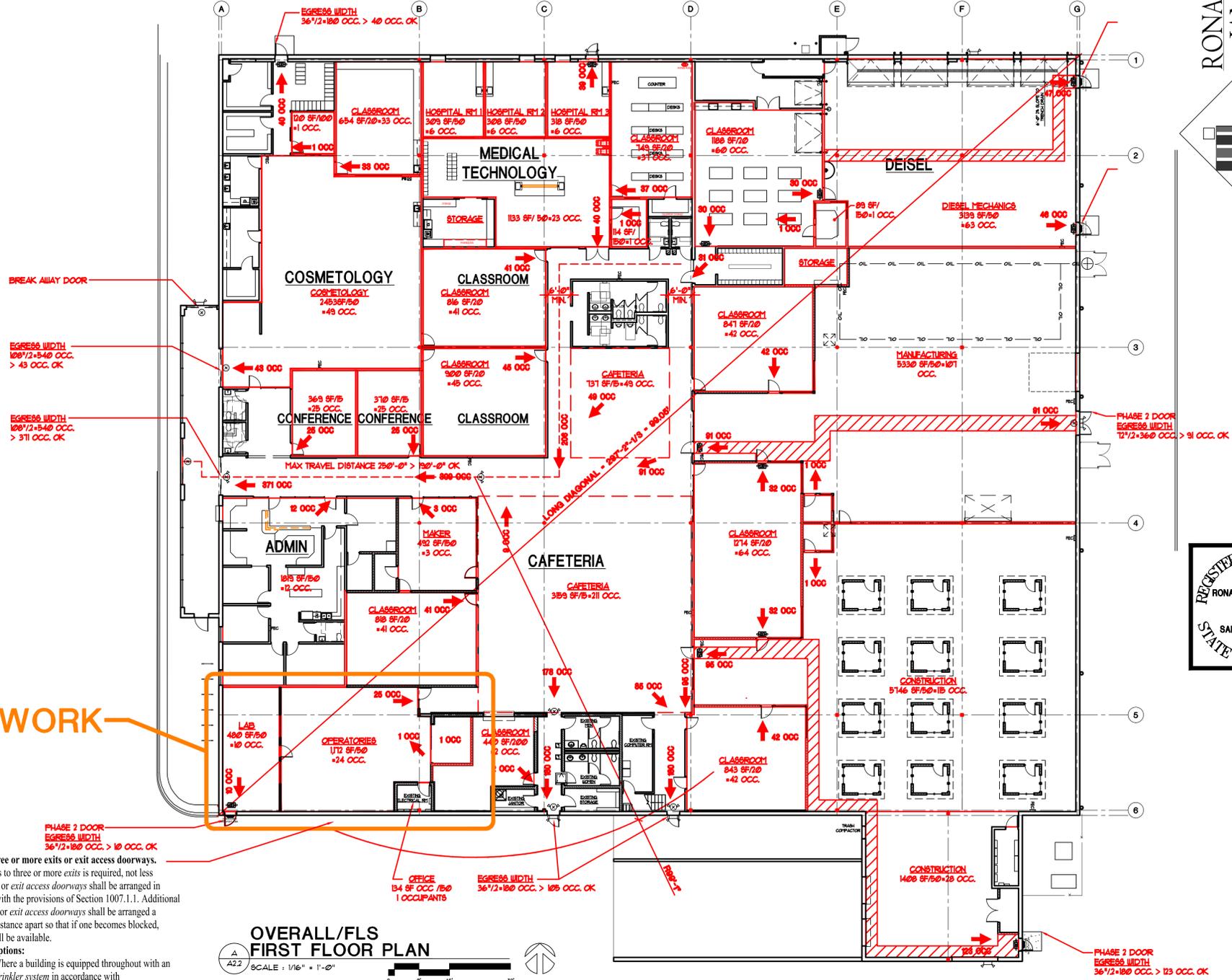
TABLE 1020.1
 CORRIDOR FIRE-RESISTANCE RATING

| OCCUPANCY | OCCUPANT LOAD SERVED BY CORRIDOR | REQUIRED FIRE-RESISTANCE RATING (hours) | |
|---------------------|----------------------------------|---|------------------------|
| | | Without sprinkler system | With sprinkler system* |
| A, B, E, F, M, S, U | Greater than 30 | 1 | 0 |

TABLE 1020.2
 MINIMUM CORRIDOR WIDTH

| OCCUPANCY | MINIMUM WIDTH (inches) |
|---|------------------------|
| In Group E with a corridor having an occupant load of 100 or more | 72 |

1020.4 Dead ends. Where more than one exit or exit access doorway is required, the exit access shall be arranged such that dead-end corridors do not exceed 20 feet (6096 mm) in length.
 Exceptions:
 2. In occupancies in Groups B, E, F, I-1, M, R-1, R-2, S and U, where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, the length of the dead-end corridors shall not exceed 50 feet (15 240 mm).



1007.1.2 Three or more exits or exit access doorways.
 Where access to three or more exits is required, not less than two exit or exit access doorways shall be arranged in accordance with the provisions of Section 1007.1.1. Additional required exit or exit access doorways shall be arranged a reasonable distance apart so that if one becomes blocked, the others will be available.
 Exceptions:
 2. Where a building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2, the separation distance shall be not less than one-third of the length of the maximum overall diagonal dimension of the area served.

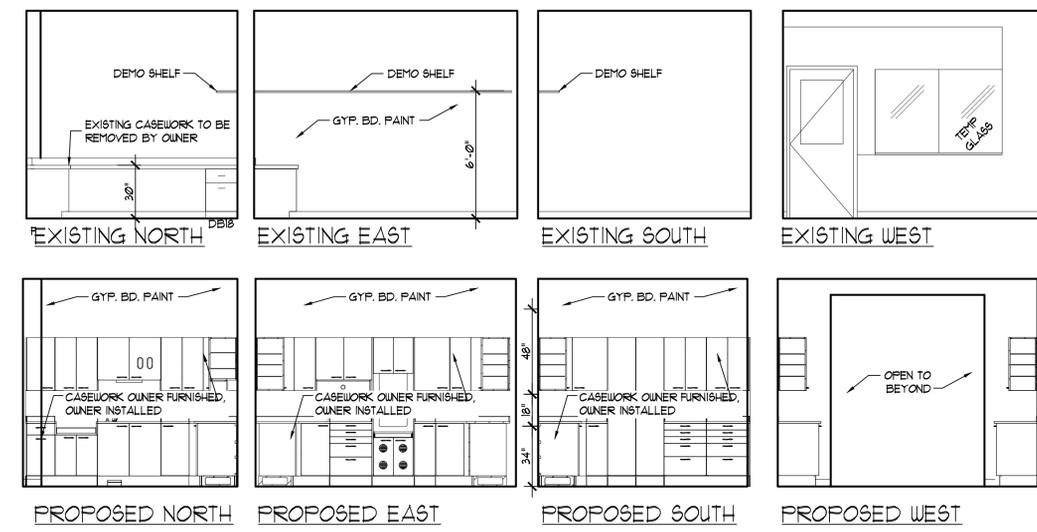


SYMBOL KEY

| PROPOSED | |
|----------|---|
| [Symbol] | FIRE EXTINGUISHER (1 PER 3000#) (1) REQ'D KIDDE DRY CHEMICAL FIRE EXTINGUISHER UL CLASSIFICATION 2A-10BC (2498 SF/3000# +1 REQ'D) TOP OF EXTINGUISHER 48" AFF |
| [Symbol] | EXIT LIGHT - COMBO WITH BATTERY BACKUP LITHONIA QUANTUM MSWIG 120 DC 6 EXIT-UNIT COMBO BACK MOUNT WITH BATTERY BACKUP |
| [Symbol] | EGRESS LIGHT - WITH BATTERY BACKUP LIGHT FIXTURE INDUSTRIES, EL-UTLTD LED EGRESS-UNIT BACK MOUNT WITH BATTERY BACKUP |
| [Symbol] | EGRESS LIGHT - WITH BATTERY BACKUP LITHONIA ELM2 LED EGRESS-UNIT BACK MOUNT WITH BATTERY BACKUP |
| EXISTING | |
| [Symbol] | EXISTING EXIT LIGHT - COMBO WITH BATTERY BACKUP |
| [Symbol] | EXISTING EXIT LIGHT - WITH BATTERY BACKUP |
| [Symbol] | EXISTING EGRESS LIGHT - WITH BATTERY BACKUP |
| [Symbol] | EXISTING FIRE EXTINGUISHER |

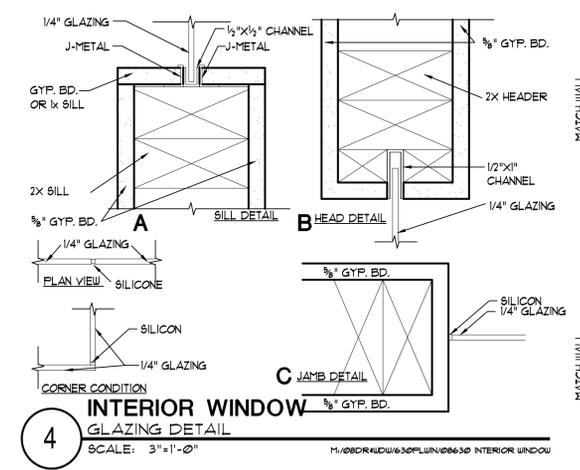
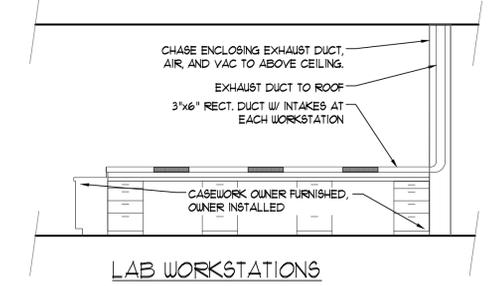
RONALD JAMES PED ARCHITECT P.C.
 REGISTERED ARCHITECT
 SALEM, OREGON
 STATE OF OREGON

ALTERATIONS FOR
 WCA Dental Assisting Program
 1200 LANCASTER DRIVE NW
 DATE: 1 APRIL 2024
 DRAWN: TB
 JOB NO.: 2418
 A2.2

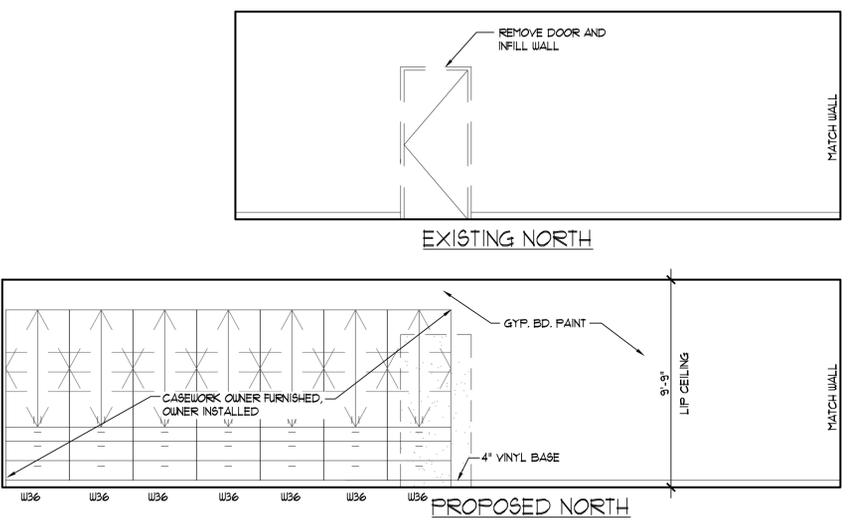


1 INT ELEVATION - STERILIZATION - ROOM 105
 SCALE: 1/4" = 1'-0"

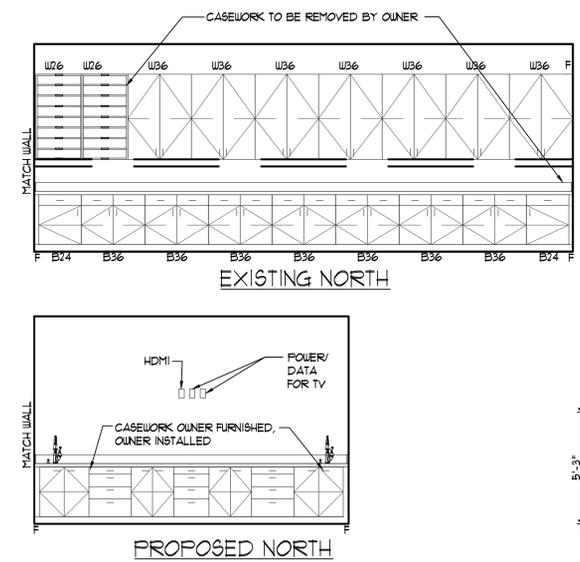
CASEWORK NOTE:
 ALL NEW CASEWORK IS OWNER FURNISHED,
 OWNER INSTALLED. MANUFACTURER SHALL
 EXERCISE REASONABLE CARE AND DUE
 DILIGENCE TO VERIFY DIMENSIONS PRIOR
 TO PRODUCTION AND INSTALLATION.



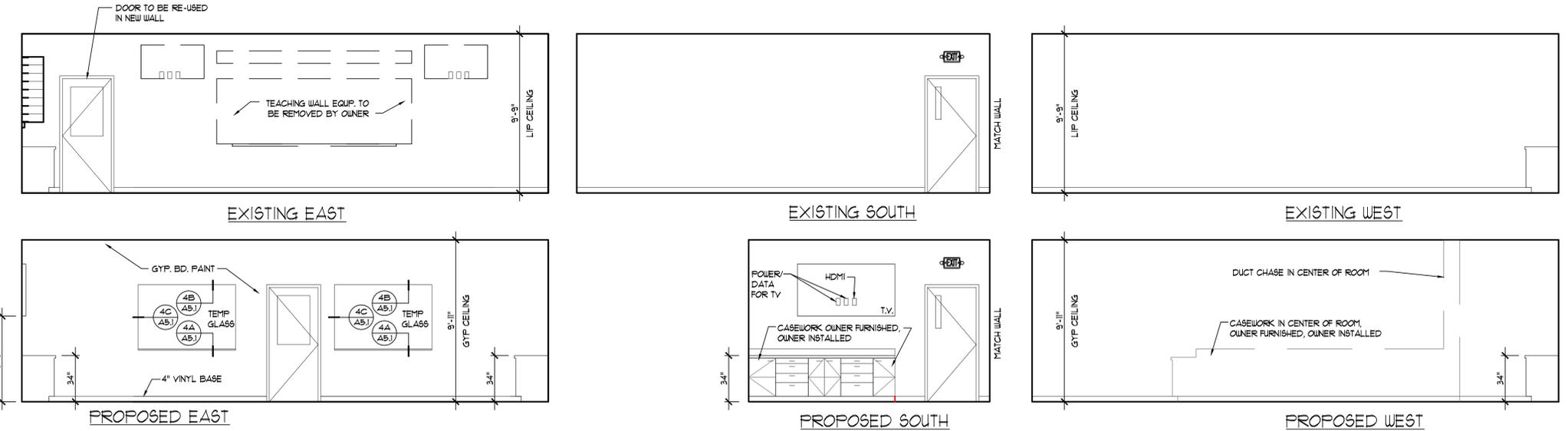
4 INTERIOR WINDOW
 GLAZING DETAIL
 SCALE: 3/16" = 1'-0"



2 INT ELEVATION - OPERATORIES - ROOMS 102,103,104,106,108,110,111
 SCALE: 1/4" = 1'-0"



3 INT ELEVATION - LABORATORY - ROOM 101
 SCALE: 1/4" = 1'-0"

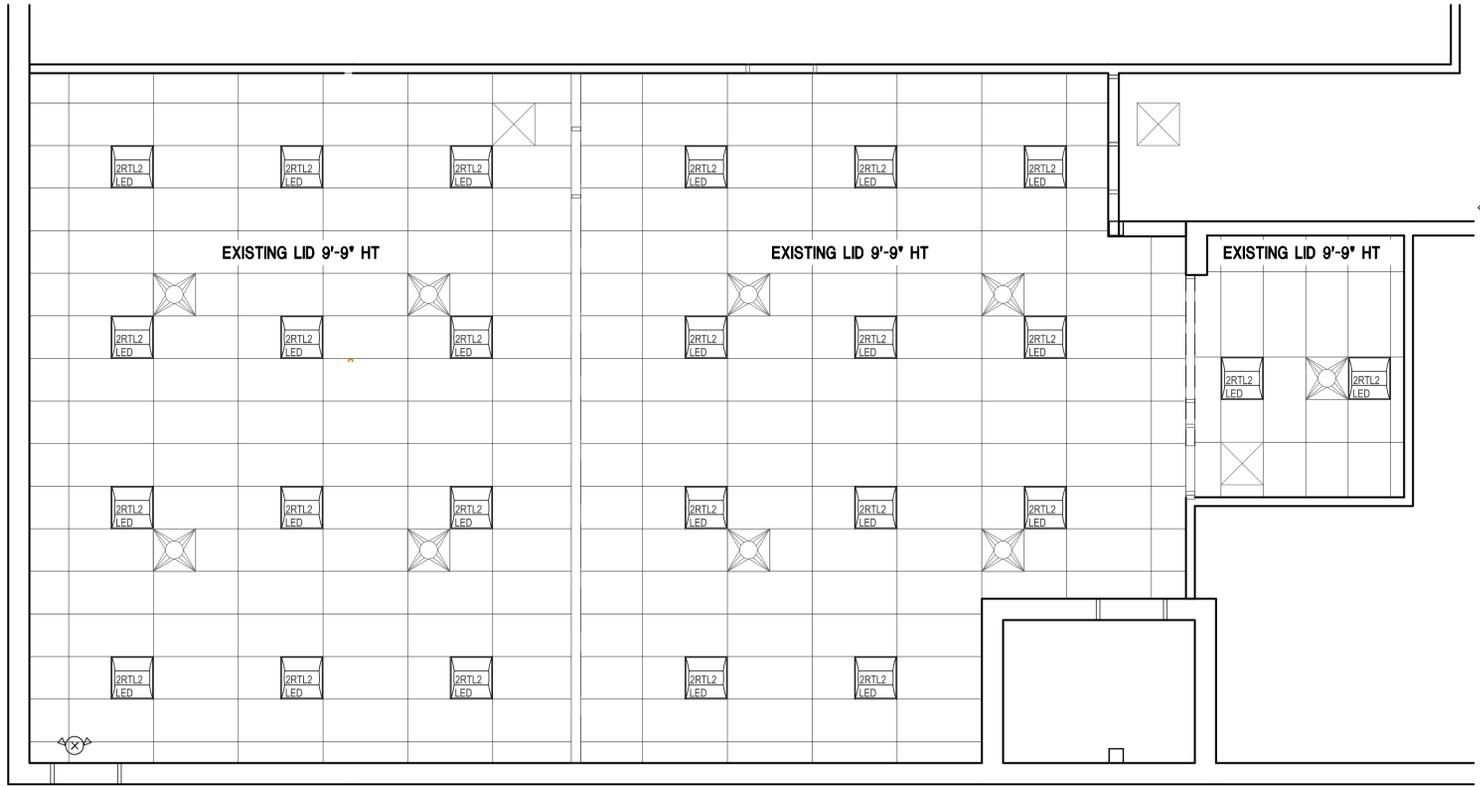


SYMBOL KEY

- PROPOSED**
- FIRE EXTINGUISHER (1 PER/3000#) (1) REQ'D KIDDE DRY CHEMICAL FIRE EXTINGUISHER UL CLASSIFICATION 2A-10BC (7499 SF/3000 #) REQ'D TOP OF EXTINGUISHER 48" AFF
 - EXIT LIGHT - COMBO WITH BATTERY BACKUP LITHONIA QUANTUM MSUG 120 DC 6' EXIT-UNIT COMBO BACK MOUNT WITH BATTERY BACKUP
 - EGRESS LIGHT - WITH BATTERY BACKUP LIGHT FIXTURE INDUSTRIES, EL-12ETLED LED EGRESS-UNIT BACK MOUNT WITH BATTERY BACKUP
 - EMERGENCY EGRESS LIGHT - WITH BATTERY BACKUP LITHONIA ELM2 LED EGRESS-UNIT BACK MOUNT WITH BATTERY BACKUP
- EXISTING**
- EXISTING EXIT LIGHT - COMBO WITH BATTERY BACKUP
 - EXISTING EXIT LIGHT - WITH BATTERY BACKUP
 - EXISTING EGRESS LIGHT - WITH BATTERY BACKUP
 - EXISTING FIRE EXTINGUISHER
- | | | | | | |
|--|---------------|--|----------------------|--|----------------|
| | REVISION TAG | | OFFICE | | ROOM NAME |
| | DOOR TAG | | ROOM NUMBER | | SQUARE FOOTAGE |
| | ELEVATION TAG | | OCCUPANT LOAD FACTOR | | OCCUPANT LOAD |
| | | | OFFICE | | ROOM NAME |
| | | | ROOM NUMBER | | ROOM NUMBER |

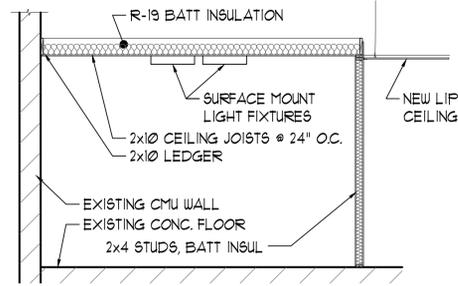
- WALL SCHEDULE**
- PROPOSED WALL
 - EXST. WALL
 - DEMO WALL

- POWER SCHEDULE**
- POWER
 - ETHERNET
 - SWITCH / 3-WAY / DIMMER
 - THERMOSTAT
 - 2x2 FIXTURE LITHONIA 2VTLX2 LED SURFACE MOUNT
 - 2x2 FIXTURE LITHONIA 2RTL2 LED RECESSED
 - RETURN AIR GRILL
 - SUPPLY AIR DIFFUSER



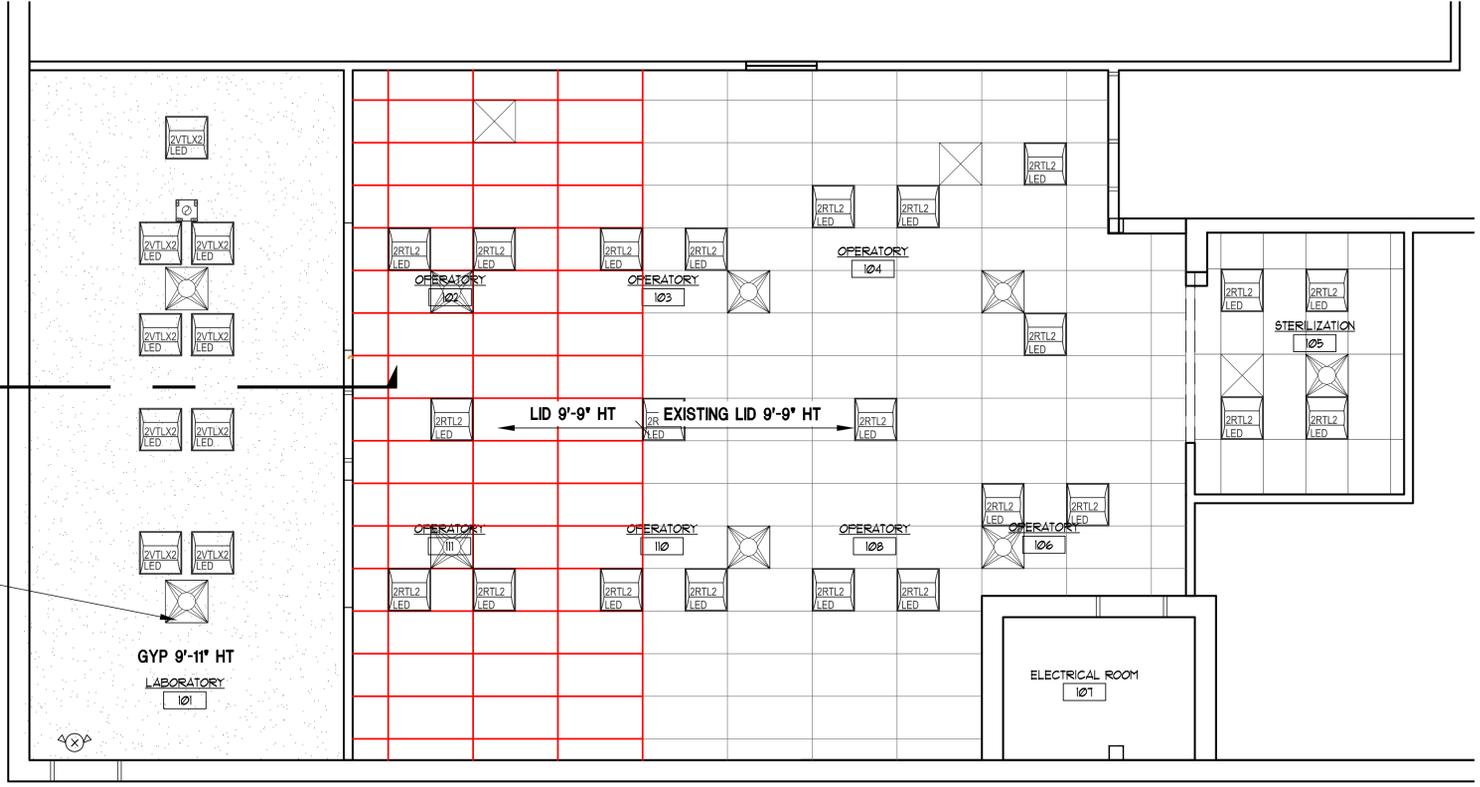
EXISTING / DEMO REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"

CEILING FIXTURES NOTE:
RELOCATE EXISTING FIXTURES AS NEEDED



PROPOSED LABORATORY SECTION
SCALE: 1/4" = 1'-0"

CHASE ENCLOSING EXHAUST DUCT, AIR AND VAC TO ABOVE CEILING



PROPOSED REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"

ALTERATIONS FOR
WCA Dental Assisting Program
1200 LANCASTER DRIVE NW

DATE: 1 APRIL 2024
DRAWN: TB
JOB NO.: 2418
A6.1

SYMBOL KEY

PROPOSED

- FIRE EXTINGUISHER (1 PER/3000#) (1) REQ'D KIDDE DRY CHEMICAL FIRE EXTINGUISHER UL CLASSIFICATION 2A-10BC (14.5B SP/3000# +1 REQ'D) TOP OF EXTINGUISHER 48" AFF
- EXIT LIGHT- COMBO WITH BATTERY BACKUP LITHONIA QUANTUM 100 DC 6 EXIT-UNIT COMBO BACK MOUNT WITH BATTERY BACKUP
- EGRESS LIGHT- WITH BATTERY BACKUP LIGHT FIXTURE INDUSTRIES, EL-WETLED LED EGRESS-UNIT BACK MOUNT WITH BATTERY BACKUP
- EMERGENCY EGRESS LIGHT- WITH BATTERY BACKUP LITHONIA ELM2 LED EGRESS-UNIT BACK MOUNT WITH BATTERY BACKUP

EXISTING

- EXISTING EXIT LIGHT- COMBO WITH BATTERY BACKUP
- EXISTING EXIT LIGHT- WITH BATTERY BACKUP
- EXISTING EGRESS LIGHT- WITH BATTERY BACKUP
- EXISTING FIRE EXTINGUISHER

| | | |
|--|------|---------------|
| | 1 | REVISION TAG |
| | XXXX | DOOR TAG |
| | 100 | ELEVATION TAG |

| | | |
|--|--------|----------------------|
| | OFFICE | ROOM NAME |
| | 100 | ROOM NUMBER |
| | 100 | SQUARE FOOTAGE |
| | 15 | OCCUPANT LOAD FACTOR |
| | 1 | OCCUPANT LOAD |

| | | |
|--|--------|-------------|
| | OFFICE | ROOM NAME |
| | 100 | ROOM NUMBER |

WALL SCHEDULE

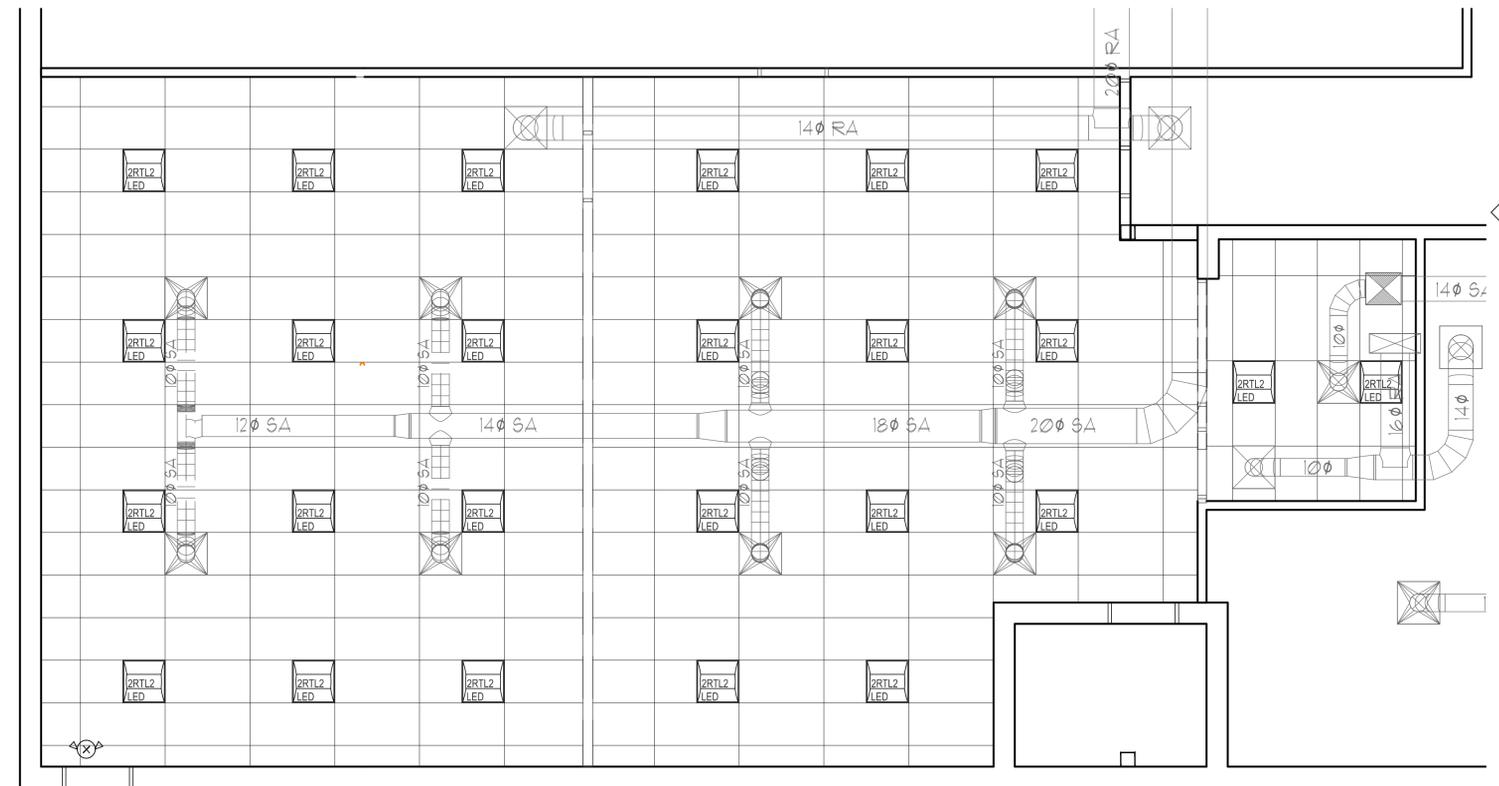
- PROPOSED WALL
- EXST. WALL
- DEMO WALL

POWER SCHEDULE

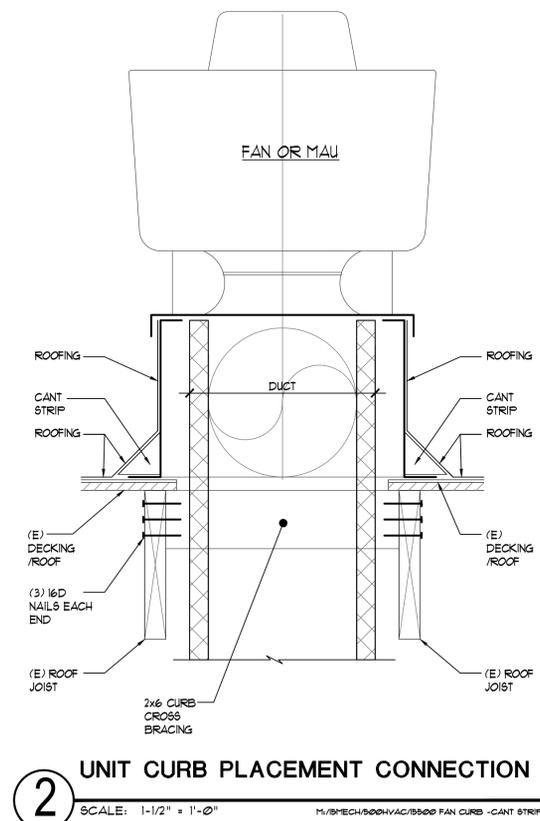
- POWER
- CABLE / SATELLITE
- SWITCH / 3-WAY / DIMMER
- THERMOSTAT

- 2x2 FIXTURE LITHONIA 2x2 LED SURFACE MOUNT
- 2x2 FIXTURE LITHONIA 2x2 LED RECESSED

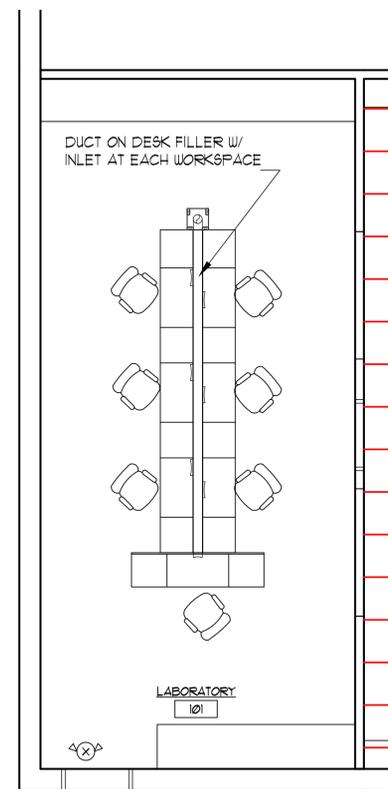
- RETURN AIR GRILL
- SUPPLY AIR DIFFUSER



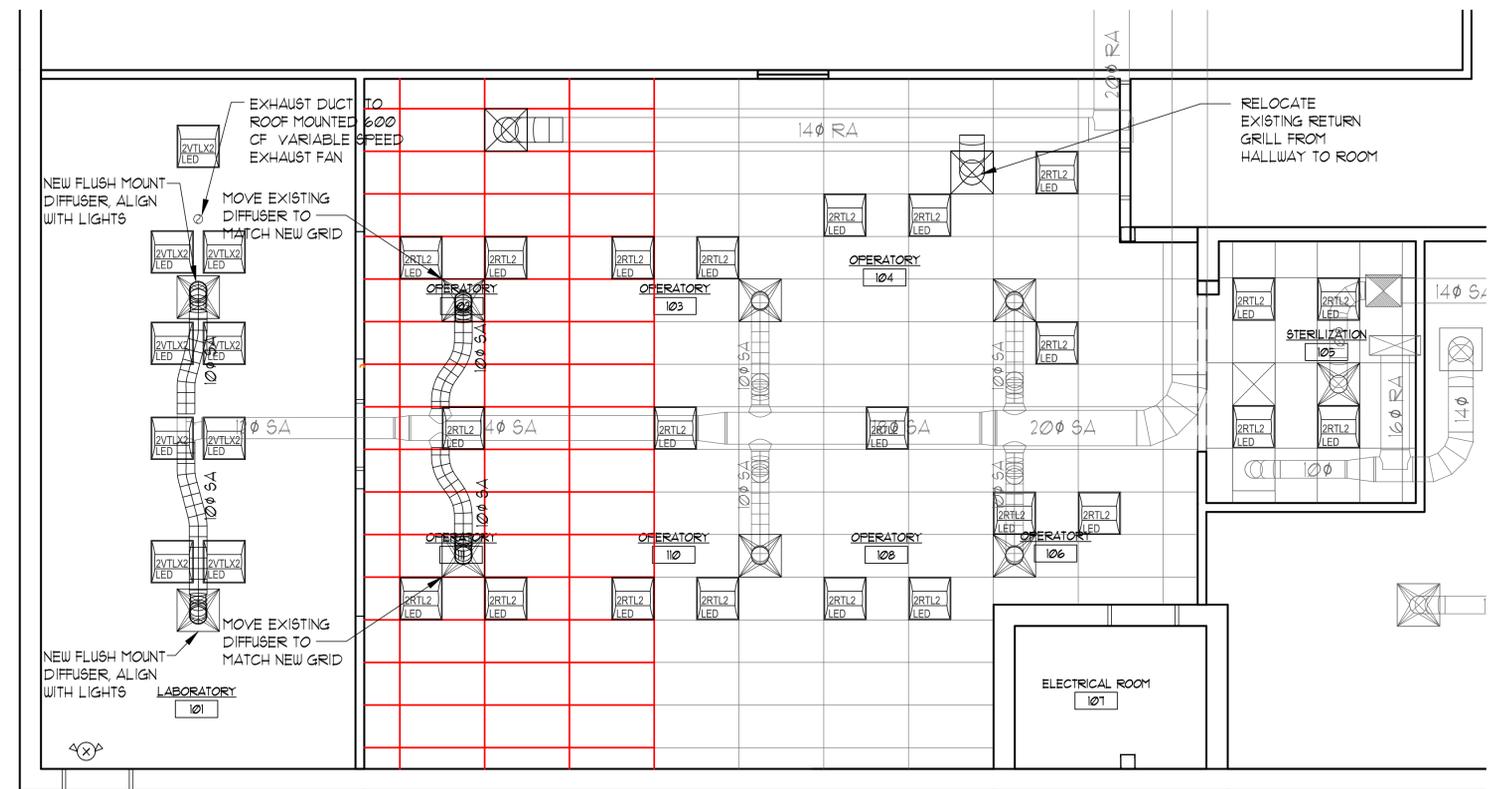
EXISTING / DEMO HVAC PLAN
SCALE: 1/4" = 1'-0"



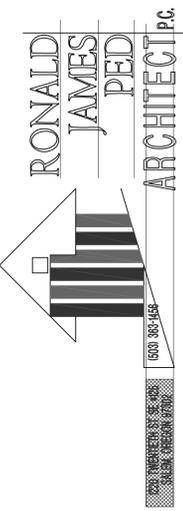
2 UNIT CURB PLACEMENT CONNECTION
SCALE: 1-1/2" = 1'-0"



WORKSTATION EXHAUST PLAN
SCALE: 1/4" = 1'-0"

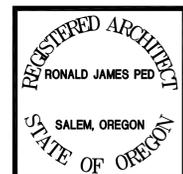
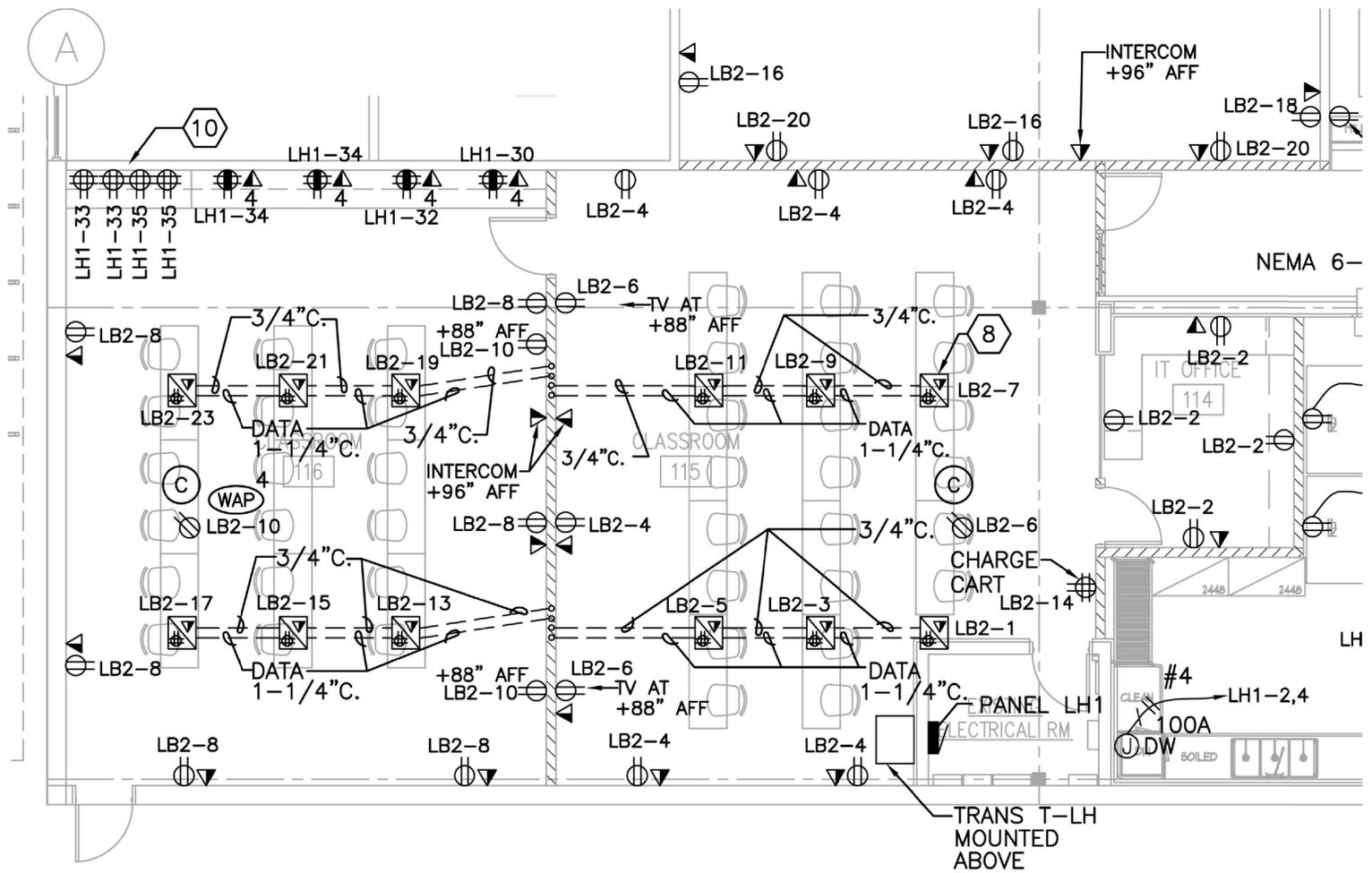


PROPOSED HVAC PLAN
SCALE: 1/4" = 1'-0"



| PANEL: LH1 | | 10,000 AIC | | BUS: 200A | | VOLTAGE: 208Y/120V, 3PH, 4W | | |
|-------------------------|------------------------------|------------------------|---------------------|------------------------------------|----------------|-----------------------------|-------------------------------|---------|
| FEEDER: SEE POWER RISER | | MAIN BRKR: 200A MCB | | LOCATION: EXISTING ELECTRICAL ROOM | | MOUNTING: SURFACE | | |
| CKT NO. | CIRCUIT DESCRIPTION | CKT BREAKER POLES/AMPS | LOAD Type Volt-Amps | PHASE | LOAD Volt-Amps | CKT BREAKER POLES/AMPS | CIRCUIT DESCRIPTION | CKT NO. |
| 1 | RETERM OVEN 1 | 3-40A | K 2500 | A | 7200 | K 2-100A | DISHWASHER UNIT | 2 |
| 3 | - | - | K 2500 | B | 7200 | K - | - | 4 |
| 5 | - | - | K 2500 | C | 1500 | K 2-30A | TOASTER/CONVEYOR | 6 |
| 7 | RETERM OVEN 2 | 3-40A | K 2500 | A | 1500 | K - | - | 8 |
| 9 | - | - | K 2500 | B | 1500 | K 2-30A | HEATED HOLDING CABINET | 10 |
| 11 | - | - | K 2500 | C | 1500 | K - | - | 12 |
| 13 | GARBAGE DISPOSAL | 2-20A | K 2000 | A | 1500 | R 2-20A | STRATASYS - MAKER 121 | 14 |
| 15 | - | - | K 2,000 | B | 1500 | R - | - | 16 |
| 17 | - | - | K 4,365 | C | 3000 | R 2-45A | HP 3D PRINTER - MAKER 121 | 18 |
| 19 | RECEPT - KITCHEN COUNTER | 1-20A | R 720 | A | 3000 | R - | - | 20 |
| 21 | REFRIGERATOR 1 | 1-20A | K 1,200 | B | 1000 | R 2-20A | PROJECT 660 - MAKER 121 | 22 |
| 23 | REFRIGERATOR 2 | 1-20A | K 1,200 | C | 1000 | R - | - | 24 |
| 25 | RECEPT - KITCHEN | 1-20A | R 720 | A | 2000 | H 2-30A | WATER HEATER AT MEZZANINE | 26 |
| 27 | RECEPT - HAND WASHING STATIC | 1-20A | R 360 | B | 2000 | H - | - | 28 |
| 29 | RECEPT - MILK COOLER | 1-20A | K 750 | C | 360 | R 1-20A | RECEPT - CLASS 116 COUNTERTOP | 30 |
| 31 | RECEPT - POS | 1-20A | R 180 | A | 360 | R 1-20A | RECEPT - CLASS 116 COUNTERTOP | 32 |
| 33 | GRINDER LAB 101 | 1-20A | R 720 | B | 360 | R 1-20A | RECEPT - CLASS 116 COUNTERTOP | 34 |
| 35 | RECHARG RECEPT - CLASS 116 | 1-20A | R 720 | C | 360 | R 1-20A | GRINDER LAB 101 | 36 |
| 37 | ARCADE/CANOPY LIGHTS | 1-20A | L 800 | A | 200 | M 1-20A | WEST GATE | 38 |
| 39 | SPARE | 2-20A | 0 | B | 200 | M 1-20A | NW GATE | 40 |
| 41 | - | - | 0 | C | 200 | M 1-20A | SW GATE | 42 |

| PANEL: LB2 | | 10,000 AIC | | BUS: 200A | | VOLTAGE: 208Y/120V, 3PH, 4W | | |
|------------------------------|---------------------------|------------------------|---------------------|-----------|----------------|-----------------------------|------------------------------|---------|
| FEEDER: FED FROM EXISTING LB | | MAIN BRKR: | | LOCATION: | | MOUNTING: SURFACE | | |
| CKT NO. | CIRCUIT DESCRIPTION | CKT BREAKER POLES/AMPS | LOAD Type Volt-Amps | PHASE | LOAD Volt-Amps | CKT BREAKER POLES/AMPS | CIRCUIT DESCRIPTION | CKT NO. |
| 1 | FLOOR BOX - OP 108 | 1-20A | R 360 | A | 720 | R 1-20A | RECEPT - IT OFFICE | 2 |
| 3 | FLOOR BOX - OP 110 | 1-20A | R 360 | B | 1400 | R 1-20A | RECEPT - CLASSROOM 115 | 4 |
| 5 | FLOOR BOX - OP 111 | 1-20A | R 360 | C | 1250 | R 1-20A | TV'S - CLASSROOM 115 | 6 |
| 7 | FLOOR BOX - OP 104 | 1-20A | R 360 | A | 1400 | R 1-20A | 12 O'CLOCK CAB - OP 102 | 8 |
| 9 | FLOOR BOX - OP 103 | 1-20A | R 360 | B | 1250 | R 1-20A | 12 O'CLOCK CAB - OP 103 | 10 |
| 11 | FLOOR BOX - OP 102 | 1-20A | R 360 | C | 360 | R 1-20A | FLOOR BOX - MAKER 121 | 12 |
| 13 | 12 O'CLOCK CAB - OP 111 | 1-20A | R 360 | A | 1250 | R 1-20A | AUTOCLAVE STER 105 | 14 |
| 15 | COUNTER RECEPT - LAB 101 | 1-20A | R 360 | B | 1080 | R 1-20A | RECEPT - CLASSROOM 117 | 16 |
| 17 | COUNTER RECEPT - LAB 101 | 1-20A | R 360 | C | 1080 | R 1-20A | RECEPT - CLASSROOM 117 | 18 |
| 19 | 12 O'CLOCK CAB - OP 110 | 1-20A | R 360 | A | 1250 | R 1-20A | TV'S - CLASSROOM 117 | 20 |
| 21 | 12 O'CLOCK CAB - OP 106 | 1-20A | R 360 | B | 720 | R 1-20A | RECEPT - STAFF 120 | 22 |
| 23 | COUNTER RECEPT - LAB 101 | 1-20A | R 360 | C | 400 | R 1-20A | RECEPT - MAKER 121 BLAST CAB | 24 |
| 25 | COSMETOLOGY CLASSROOM 128 | 1-20A | R 1,080 | A | 360 | R 1-20A | FLOOR BOX MAKER 121 | 26 |
| 27 | COSMETOLOGY CLASSROOM 128 | 1-20A | R 1,080 | B | 750 | K 1-20A | REFRIGERATOR STAFF 120 | 28 |
| 29 | COSMETOLOGY CLASSROOM 128 | 1-20A | R 1,080 | C | 1080 | R 1-20A | COSMETOLOGY CLASSROOM 128 | 30 |
| 31 | COSMETOLOGY CLASSROOM 128 | 1-20A | R 1,080 | A | 1080 | R 1-20A | COSMETOLOGY CLASSROOM 128 | 32 |
| 33 | COSMETOLOGY CLASSROOM 128 | 1-20A | R 1,080 | B | 1080 | R 1-20A | COSMETOLOGY CLASSROOM 128 | 34 |
| 35 | COSMETOLOGY CLASSROOM 128 | 1-20A | R 1,080 | C | 540 | R 1-20A | RECEPT - MOM 118, STOR 119 | 36 |
| 37 | COSMETOLOGY CLASSROOM 128 | 1-20A | R 1,080 | A | 0 | | SPACE | 38 |
| 39 | COSMETOLOGY CLASSROOM 128 | 1-20A | R 1,080 | B | 0 | | SPACE | 40 |
| 41 | COSMETOLOGY CLASSROOM 128 | 1-20A | R 1,080 | C | 0 | | SPACE | 42 |



PARTIAL ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

ALTERATIONS FOR
WCA Dental Assisting Program
1200 LANCASTER DRIVE NW
DATE: 1 APRIL 2024
DRAWN: EP2.2
JOB NO. 2418
EP2.2

LAST SAVED: Fri, 12 Apr 2024 - 01:59 pm LOCATION: P:\2418 Williams Career Academy\Term\EP2.2.dwg EP2.2
PRINTED: Fri, 12 Apr 2024 - 04:20 pm PRINTED BY: Ron

Attachment A

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts

Christina E. Stephenson
Labor Commissioner
Rates Effective January 5, 2024





CHRISTINA E. STEPHENSON
Labor Commissioner

In this rate book are the new prevailing wage rates for Oregon non-residential public works projects, effective January 5, 2024.

Prevailing wage rates are the minimum hourly wages that must be paid to all workers employed on all public works projects. 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 blue ink, appearing to read "C. Stephenson".

Christina E. Stephenson
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 public works projects in Oregon.

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, 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
- Apprenticeship rates



TABLE OF CONTENTS

JANUARY 5, 2024

Required Postings for Contractors and Subcontractors 1

Public Works Bonds..... 2

Finding the Correct Prevailing Wage Rate..... 3

Prevailing Wage Rates by Occupations..... 5

List of Ineligible Contractors..... 27

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 their 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

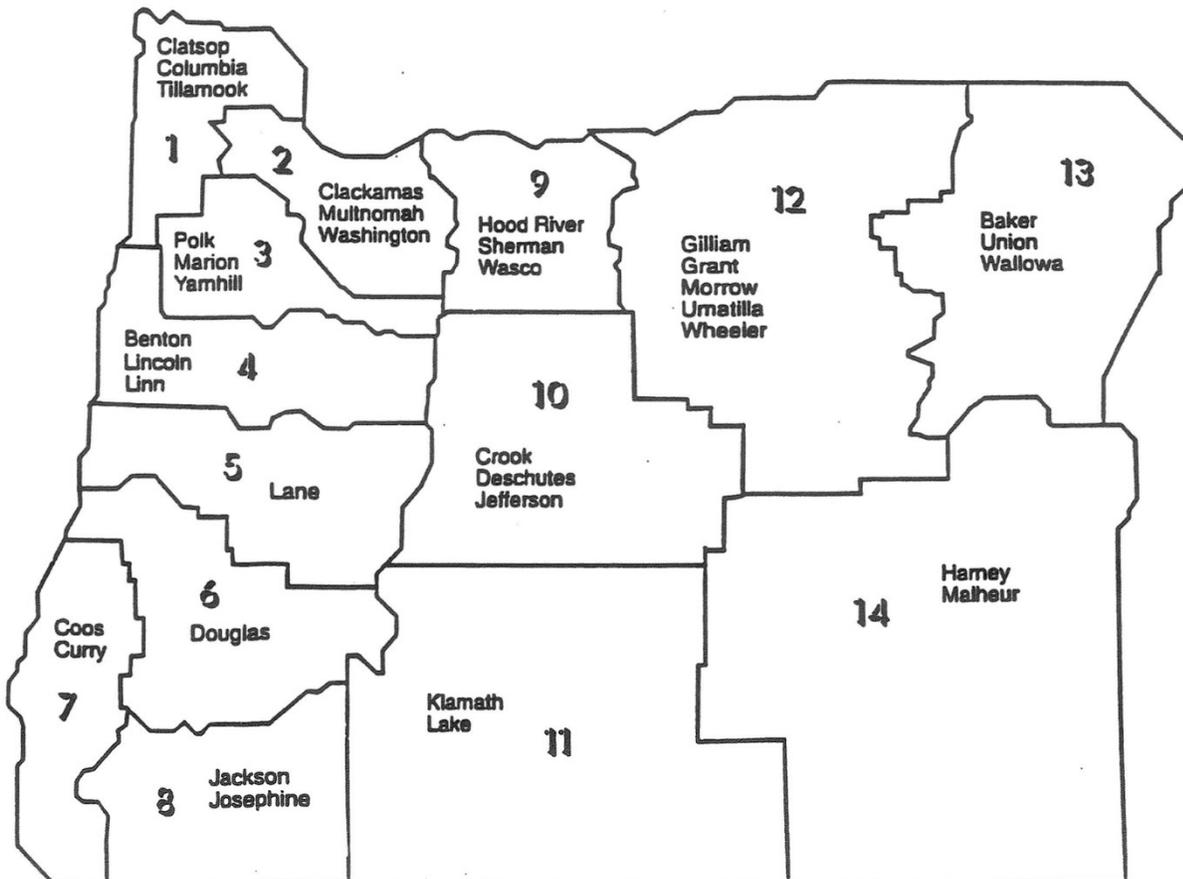
FINDING THE CORRECT PREVAILING WAGE RATE

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.

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.

| | |
|--|--------------------|
| Asbestos Worker/Insulator | 6 |
| Boilermaker | 6 |
| Bricklayer/Stonemason | 6 |
| Bridge and Highway Carpenter (See Carpenter Group 5) | 6 |
| Carpenter | 6 |
| Cement Mason | 7 |
| Diver | 8 |
| Diver Tender | 8 |
| Dredger | 9 |
| Drywall, Lather, Acoustical Carpenter & Ceiling Installer | 10 |
| Drywall Taper (See Painter & Drywall Taper) | 18 |
| Electrician | 10 |
| Elevator Constructor, Installer and Mechanic | 14 |
| Fence Constructor (Non-Metal) | 14 |
| Fence Erector (Metal) | 14 |
| Flagger (Laborer Group 3) | 15 |
| Glazier | 14 |
| Hazardous Materials Handler | 14 |
| Highway/Parking Striper | 14 |
| Ironworker | 15 |
| Laborer | 15 |
| Landscape Laborer/Technician | 16 |
| Limited Energy Electrician | 16 |
| Line Constructor | 17 |
| Marble Setter | 17 |
| Millwright Group 1 (See Carpenter Group 3) | 6 |
| Painter & Drywall Taper | 18 |
| Piledriver (See Carpenter Group 6) | 6 |
| Plasterer and Stucco Mason | 18 |
| Plumber/Pipefitter/Steamfitter | 19 |
| Power Equipment Operator | 20 |
| Roofer | 22 |
| Sheet Metal Worker | 23 |
| Soft Floor Layer | 24 |
| Sprinkler Fitter | 24 |
| Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier) | 25 |
| Tender to Plasterer and Stucco Mason | 25 |
| Testing and Balancing (TAB) Technician | 25 |
| Tile Setter/Terrazzo Worker: Hard Tile Setter | 25 |
| Tile, Terrazzo, and Marble Finisher | 26 |
| Truck Driver | 26 |

ASBESTOS WORKER/INSULATOR

59.32 23.42

Firestop Containment

44.83 16.99

BOILERMAKER

42.33 32.22

BRICKLAYER/STONEMASON

45.42 24.92

This trade is tended by "Tenders to Mason Trades."

Add \$1.00 per hour to base rate for refractory repair work.

CARPENTER

Zone A (Base Rate)

| | | |
|----------------------------|--------------|-------------------|
| Group 1 | 45.80 | 19.65 |
| Group 2 | 45.97 | 19.65 |
| Group 3 (Millwrights) | 55.28 | 19.65 |
| Group 4 | | Eliminated |
| Group 5 (Bridge & Highway) | 46.40 | 19.65 |
| Group 6 (Piledrivers) | 46.74 | 19.65 |

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 | Coos Bay | Klamath Falls | Newport | Roseburg |
| Astoria | Eugene | La Grande | Ontario | Salem |
| Baker City | Goldendale | Lakeview | Pendleton | The Dalles |
| Bend | Grants Pass | Longview | Portland | Tillamook |
| Brookings | Hermiston | Madras | Port Orford | Vancouver |
| Burns | Hood River | Medford | Reedsport | |

See more Reference Cities for Zone Differential on page 7

CARPENTER (continued)

Reference Cities for Group 3 Carpenters

| | | | |
|----------|------------|------------|-----------|
| Eugene | Medford | Portland | Vancouver |
| Longview | North Bend | The Dalles | |

Reference Cities for Group 5 and 6 Carpenters

| | | |
|--------|----------|------------|
| Bend | Longview | North Bend |
| Eugene | Medford | Portland |

Zones for **Group 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, whichever is closer.

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).

Group 2, 5 and 6:

Welders shall receive a 5% premium per hour based on their Group’s journeyman wage rate, with an 8-hour minimum.

Group 1 and 3:

When working with toxic treated wood, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

Group 5 and 6:

When working with creosote and other toxic treated wood, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

Group 6:

When working in sheet pile coffer dams or cells up to the external water level, workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

CEMENT MASON

This trade is tended by “Concrete Laborer.”

| | | |
|---------|--------------|--------------|
| Group 1 | 41.33 | 21.95 |
| Group 2 | 42.19 | 21.95 |
| Group 3 | 42.19 | 21.95 |
| Group 4 | 43.16 | 21.95 |

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 (Page 8).

CEMENT MASON (continued)

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 TENDER

Zone 1 (Base Rate)

| | | |
|---------------------|--------------|--------------|
| DIVER | 97.56 | 19.65 |
| DIVER TENDER | 53.56 | 19.65 |

- 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.

Reference Cities for Diver/Diver Tender

| | | |
|--------|----------|------------|
| Bend | Longview | North Bend |
| Eugene | Medford | Portland |

See more information on Zone Pay calculation and Diver Depth/Enclosure Pay on Page 9

DIVER & DIVER TENDER (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 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 Water Surface (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 Enclosure | Daily 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. |

DREDGER

Zone A (Base Rate)

| | | |
|---|--------------|--------------|
| Leverman (Hydraulic & Clamshell) | 56.47 | 16.70 |
| Assistant Engineer (Watch Engineer, Mechanic Machinist) | 53.31 | 16.70 |
| Tenderman (Boatman Attending Dredge Plant), Fireman | 51.82 | 16.70 |
| Fill Equipment Operator | 50.65 | 16.70 |
| Assistant Mate | 47.95 | 16.70 |

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 | 45.80 | 19.45 |
| 2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER | 45.80 | 19.45 |

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 listed herein.

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 |

Certified welders shall receive 5% over the base wage rate, with an eight (8) hour minimum.

ELECTRICIAN

Area 1

| | | |
|---|--------------|--------------|
| Electrician | 45.00 | 19.88 |
| Lighting Maintenance and Material Handler | 22.38 | 10.32 |

Reference County

Malheur

Shift Differential*

- 1st Shift "day": Between the hours of 8:00am and 4:30pm – 8 hours pay for 8 hours work
- 2nd Shift "swing": Between the hours of 4:30pm and 12:30am – 8 hours pay for 8 hours work plus 7.5% for all hours worked
- 3rd Shift "graveyard": Between the hours of 12:30am and 8:00am – 8 hours pay for 8 hours work plus 15% for all hours worked.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

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

| | | | | |
|------------------|--|--|--------------|--------------|
| Electrician | | | 54.65 | 24.37 |
| Cable Splicer | | | 57.38 | 24.45 |
| Certified Welder | | | 60.12 | 24.53 |
| Material Handler | | | 32.79 | 13.11 |

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

| | | | | |
|-------------|--|--|--------------|--------------|
| Electrician | | | 50.03 | 24.00 |
|-------------|--|--|--------------|--------------|

Reference Counties

| | | | |
|--------------------------|-------|-----------------------------|--|
| Coos | Curry | Douglas | |
| Lane – See Area 4 | | Lincoln – See Area 4 | |

Shift Differential*

- 1st Shift “day”: Between the hours of 8:00am and 4:30pm – 8 hours pay for 8 hours work
- 2nd Shift “swing”: Between the hours of 4:30pm and 1:00am – 8 hours pay for 8 hours work plus 17% for all hours worked
- 3rd Shift “graveyard”: Between the hours of 12:30am and 9:00am – 8 hours pay for 8 hours work plus 31% for all hours worked.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

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.

ELECTRICIAN (continued)**Area 4**

| | | |
|---------------------------------------|--------------|--------------|
| Electrician | 55.27 | 23.24 |
| Cable Splicer | 60.80 | 23.40 |
| Lighting Maintenance/Material Handler | 24.29 | 10.38 |

Reference Counties for Area 4

Benton Deschutes Lane Lincoln
 Crook Jefferson Linn

Marion – **See Area 5 rate** Polk – **See Area 5 rate** Yamhill – **See Area 5 rate**

Shift Differential*

- 1st Shift “day” Between the hours of 8:00am and 4:30pm – 8 hours pay for 8 hours work
- 2nd Shift “swing” Between the hours of 4:30pm and 1:00am – 8 hours pay for 8 hours work plus 17% for all hours worked
- 3rd 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.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

Area 5

| | | |
|---------------------------------------|--------------|--------------|
| Electrician | 60.50 | 30.39 |
| Electrical Welder | 66.55 | 30.57 |
| Material Handler/Lighting Maintenance | 34.49 | 20.67 |

Reference Counties

Clackamas Hood River Polk Wasco
 Clatsop Marion Sherman Washington
 Columbia Multnomah Tillamook Yamhill

Shift Differential*

- 1st Shift “day” Between the hours of 7:00am and 5:30pm – 8 hours pay for 8 hours work
- 2nd 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
- 3rd 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.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

See more information on Shift Differentials and Zone Pay on Page 13.

ELECTRICIAN (continued)

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.

Area 6

| | | |
|---|--------------|--------------|
| Electrician | 45.00 | 19.88 |
| Lighting Maintenance and Material Handler | 22.38 | 10.32 |

Reference Counties

- Harney Josephine Lake
- Jackson Klamath Malheur

Douglas – **See Area 3 rate**

Shift Differential

- 1st Shift “day” Between the hours of 8:00am and 4:30pm – 8 hours pay for 8 hours work
- 2nd 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
- 3rd Shift “graveyard” Between the hours of 12:30am and 9:00am – 8 hours pay for 8 hours work plus 15% for all hours worked.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

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**

| | | |
|----------|--------------|--------------|
| Mechanic | 64.87 | 43.07 |
|----------|--------------|--------------|

Reference Counties

| | | | |
|-------|-------|---------|----------|
| Baker | Union | Wallowa | Umatilla |
|-------|-------|---------|----------|

Area 2

| | | |
|----------|--------------|--------------|
| Mechanic | 62.51 | 42.34 |
|----------|--------------|--------------|

Reference Counties

| | | | | |
|-----------|------------|-----------|-----------|------------|
| Benton | Deschutes | Jefferson | Malheur | Wasco |
| Clackamas | Douglas | Josephine | Marion | Washington |
| Clatsop | Gilliam | Klamath | Morrow | Wheeler |
| Columbia | Grant | Lake | Multnomah | Yamhill |
| Coos | Harney | Lane | Polk | |
| Crook | Hood River | Lincoln | Sherman | |
| Curry | Jackson | Linn | Tillamook | |

Umatilla – See Area 1 rate

| | | |
|---|--------------|--------------|
| <u>FENCE CONSTRUCTOR (NON-METAL)</u> | 36.11 | 16.80 |
|---|--------------|--------------|

| | | |
|-------------------------------------|--------------|--------------|
| <u>FENCE ERECTOR (METAL)</u> | 36.11 | 16.80 |
|-------------------------------------|--------------|--------------|

| | | |
|-----------------------|--------------|--------------|
| <u>GLAZIER</u> | 47.36 | 26.36 |
|-----------------------|--------------|--------------|

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 twenty percent (20%) to base rate when employee works from a bosun chair (non-motorized single-man apparatus), regardless of height.

Certified welders shall receive twenty percent (20%) above the base rate for actual time spent performing welding duties.

| | | |
|---|--------------|--------------|
| <u>HAZARDOUS MATERIALS HANDLER</u> | 30.03 | 16.18 |
|---|--------------|--------------|

| | | |
|---------------------------------------|--------------|--------------|
| <u>HIGHWAY/PARKING STRIPER</u> | 70.00 | 15.52 |
|---------------------------------------|--------------|--------------|

IRONWORKER

Zone 1 (Base Rate): **43.82** **33.98**

Zone Differential for Ironworker – Add to Basic Hourly Rate

- Zone 2: **6.88/hr.** or \$55.00 maximum per day
- Zone 3: **10.00/hr.** or \$80.00 maximum per day
- Zone 4: **12.50/hr.** or \$100.00 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 | 36.11 | 16.80 |
| Group 2 | 37.41 | 16.80 |
| Group 3 (Flagger) | 31.39 | 16.80 |
| Group 4 (Landscape Laborer) | 25.01 | 16.80 |

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 | |

See More Information on Zone Differentials on Page 16.

LABORER (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).

Any Laborer working in Live Sewers shall receive forty dollars (\$40) per day in addition to their regular pay.

LANDSCAPE LABORER/TECHNICIAN (Laborer Group 4) **25.01** **16.80**

LIMITED ENERGY ELECTRICIAN

Area 1 **35.05** **17.28**

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 **35.97** **16.88**

Reference Counties

| | | | |
|---------|--------|----------|---------|
| Baker | Grant | Umatilla | Wallowa |
| Gilliam | Morrow | Union | Wheeler |

Area 3 **40.52** **21.58**

Reference Counties

| | | | |
|--------|---------|---------|------|
| Benton | Curry | Lane | Linn |
| Coos | Douglas | Lincoln | |

Area 4 **40.34** **17.72**

Reference Counties

Deschutes Jefferson
Crook

| | | |
|---------------------------------|---------------------------------|----------------------------------|
| 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 |

LIMITED ENERGY ELECTRICIAN (continued)

Area 5 **49.66** **25.03**

Reference Counties

| | | | |
|-----------|------------|-----------|------------|
| Clackamas | Hood River | Polk | Wasco |
| Clatsop | Marion | Sherman | Washington |
| Columbia | Multnomah | Tillamook | Yamhill |

Area 6 **35.05** **17.28**

Reference Counties

| | | |
|---------|-----------|---------|
| Harney | Josephine | Lake |
| Jackson | Klamath | Malheur |

Douglas – See Area 3 rate

LINE CONSTRUCTOR

Area 1 (All Regions)

| | | |
|---------|--------------|--------------|
| Group 1 | 67.80 | 25.20 |
| Group 2 | 60.54 | 24.87 |
| Group 3 | 35.58 | 15.44 |
| Group 4 | 52.06 | 21.29 |
| Group 5 | 45.41 | 18.09 |
| Group 6 | 37.53 | 17.74 |
| Group 7 | 20.71 | 12.56 |

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.

MARBLE SETTER **46.42** **24.92**

This trade is tendered by "Tile, Terrazzo, & Marble Finishers." Add \$1.00 per hour to base rate for refractory repair work.

PAINTER & DRYWALL TAPER

| | | |
|---------------------|--------------|--------------|
| COMMERCIAL PAINTING | 33.50 | 15.06 |
| INDUSTRIAL PAINTING | 35.45 | 15.06 |
| BRIDGE PAINTING | 41.58 | 15.06 |

Shift Differential for Painter

Add \$2.00/hour to base rate for entire shift if any hours are worked outside of 5:00 a.m. to 5:00 p.m.

| | | |
|--|--------------|--------------|
| DRYWALL TAPER <u>Zone A (Base Rate)</u> | 42.52 | 20.78 |
|--|--------------|--------------|

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

- Zone A: Projects located less than 61 miles from 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.

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 |

Note: Zone pay is based on AAA Road Mileage.

PLASTERER AND STUCCO MASON

This trade is tended by “Tenders to Plasterers.”

| | | |
|---------------------------|--------------|--------------|
| <u>Zone A (Base Rate)</u> | 42.86 | 19.38 |
|---------------------------|--------------|--------------|

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 from 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.

See More Information on Zone Differentials on Page 16

PLASTERER AND STUCCO MASON (Continued)

Reference Cities for Plasterer & Stucco Mason

Bend Eugene Medford Portland Seaside
Coos Bay La Grande Newport Salem The Dalles

Add \$1.00 to base rate for swinging scaffold work.

Add \$2.00 to base rate for nozzle technicians on plastering machines.

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1 **37.50** **17.57**

Reference Counties

Harney Malheur
Baker – **See Area 2 rates**

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.

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.

Area 2 **57.00** **35.51**

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 in one-hour minimum increments if it is possible for worker to fall 35 ft. or more.

Add \$1.00 to base rate in one-hour minimum increments if worker is required to wear a mask in hazardous areas.

Area 3

54.92

35.00

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 | 56.66 | 16.90 |
| Group 1A | 58.82 | 16.90 |
| Group 1B | 60.98 | 16.90 |
| Group 2 | 54.75 | 16.90 |
| Group 3 | 53.60 | 16.90 |
| Group 4 | 50.27 | 16.90 |
| Group 5 | 49.03 | 16.90 |
| Group 6 | 45.81 | 16.90 |

POWER EQUIPMENT

ZONE 1



POWER EQUIPMENT OPERATOR (continued)

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 Portland City Hall shall receive Zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from 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.

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).

Add \$10.00/hour hyperbaric pay for Group 4 Tunnel Boring Machine Mechanic.

Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment.

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.

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.

POWER EQUIPMENT OPERATOR (continued)

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.

ROOFER

Area 1 **40.23** **20.98**

Reference Counties

| | | | |
|-----------|------------|-----------|------------|
| Baker | Deschutes | Morrow | Union |
| Clackamas | Gilliam | Multnomah | Wasco |
| Clatsop | Grant | Sherman | Wallowa |
| Columbia | Hood River | Tillamook | Washington |
| Crook | Jefferson | Umatilla | Wheeler |

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials.

Add 10% to the base rate for handling fiberglass insulation.

Area 2 **35.05** **18.85**

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**

Add \$2.00 to the base rate for handling coal tar products.

Add \$1.50 to the base rate for handling fiberglass insulation.

ROOFER (Continued)

Area 4 **40.23** **20.98**

Reference County

Umatilla Union Wallowa

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials.

Add 10% to the base rate for handling fiberglass insulation.

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 **40.23** **20.98**

Reference County

Morrow

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials. Add 10% to the base rate for handling fiberglass insulation.

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 **50.80** **26.46**

Reference Counties

| | | | | |
|-----------|------------|-----------|-----------|------------|
| Benton | Deschutes | Lincoln | Polk | Washington |
| Clackamas | Gilliam | Linn | Sherman | Wheeler |
| Clatsop | Grant | Marion | Tillamook | Yamhill |
| Columbia | Hood River | Morrow | Umatilla | |
| Crook | Jefferson | Multnomah | Wasco | |

Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder. Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

Area 2 ----- -----

Reference Counties

Baker – See Area 3 rate Malheur – See Area 4 rate

SHEET METAL WORKER (Continued)

Area 3 **45.78** **26.58**

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 **42.03** **23.57**

Reference Counties

Douglas Jackson Klamath Lane
 Harney Josephine Lake Malheur
 Coos – **See Area 5 rate** Curry – **See Area 5 rate**

Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

Area 5 **42.39** **24.61**

Reference Counties

Coos Curry

Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder. Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

SOFT FLOOR LAYER **39.63** **18.57**

SPRINKLER FITTER

Area 1 **46.18** **26.40**

Reference Counties

Benton Deschutes Jefferson Malheur Umatilla
 Clackamas Douglas Josephine Marion Wasco
 Clatsop Gilliam Klamath Morrow Washington
 Columbia Grant Lake Multnomah Wheeler
 Coos Harney Lane Polk Yamhill
 Crook Hood River Lincoln Sherman
 Curry Jackson Linn Tillamook

SPRINKLER FITTER (Continued)

Area 2 **39.61** **26.39**

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 | | |

TENDER TO MASON TRADES (Brick and Stonemason, Mortar Mixer, Hod Carrier) **41.29** **16.80**

Add \$0.50 to base rate for refractory repair work.

TENDER TO PLASTERER AND STUCCO MASON

Zone A (Base Rate) **39.62** **16.80**

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 | Portland | Seaside |
| Coos Bay | La Grande | Newport | Salem | The Dalles |

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](#)

TILE SETTER/TERRAZZO WORKER: Hard Tile Setter **38.96** **21.51**

This trade is tended by “Tile, Terrazzo, & Marble Finisher.” Add \$1.00 when performing terrazzo work.

Add \$1.00 when working with epoxy, furnane, or alklor acetylene.

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER 29.12 15.95

Add \$1.00 when performing terrazzo work.

Add \$1.00 when working with epoxy, furnane, or alkor acetylene.

2. BRICK & MARBLE FINISHER 29.12 16.08

Add \$1.00 per hour to base rate for refractory repair work.

TRUCK DRIVER

Zone A (Base Rate)

| | | |
|---------|-------|-------|
| Group 1 | 32.06 | 17.13 |
| Group 2 | 32.21 | 17.13 |
| Group 3 | 32.36 | 17.13 |
| Group 4 | 32.67 | 17.13 |
| Group 5 | 32.92 | 17.13 |
| Group 6 | 33.12 | 17.13 |
| Group 7 | 33.35 | 17.13 |

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 | Pendleton | The Dalles |
| Astoria | Coos Bay | Hood River | Medford | Portland | Tillamook |
| Baker | Corvallis | Klamath Falls | McMinnville | Port Orford | Vancouver |
| Bend | Eugene | La Grande | Newport | Reedsport | |
| Bingen | Goldendale | Lakeview | Ontario | Roseburg | |
| Brookings | Grants Pass | Longview | Oregon City | Salem | |

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 5, 2024**

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.

| Contractor | Address | Date Placed | Removal Date |
|--|---|-------------|--------------|
| AI Dumptruck Services LLC | 703 N Hayden Meadows Dr. #206 Portland, OR 97213 731 N Hayden Meadows Dr. #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684 | 2/24/2020 | 2/23/2027 |
| 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 | 2/5/2021 | 2/4/2024 |
| Alan Tatom | 168 Clearwater Avenue NE Salem, OR 97301 | 7/10/2015 | 7/9/2025 |
| Angela Canell | 2416 NE 11th Avenue Portland, OR 97212 529 SE Grand #307 Portland, OR 97214 | 11/24/2020 | 11/23/2023 |
| Antonio Thomas | 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 | 2/5/2021 | 2/4/2024 |
| Cameron Creations, Steven Cameron, Nancy Cameron * | PO Box 2 Lowell, OR 97452 | 5/25/2000 | |
| Canell's Flagging LLC | 731 N Hayden Meadows Dr., Ste 107 Portland, OR 97217 | 11/24/2020 | 11/23/2023 |
| Christina Ingram | 2676 Copeland Road Harper, Oregon 97606 | 5/6/2022 | 5/5/2025 |
| CJ Construction, Inc | 2969 Ferguson St NW Salem, OR 97304 846 55th Ave Salem, OR 97304 | 12/11/2020 | 11/6/2023 |
| David Miller * | 731 NW Naito Parkway, #215 Portland, OR 97209 | 6/17/2020 | |
| Diversified Masonry LLC | PO Box 144 Ranchester, WY 82839 | 1/5/2021 | 1/4/2024 |
| Eugene Graeme | 169 SE Cody Lane | 7/3/2017 | 7/2/2027 |

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2024**

| Contractor | Address | Date Placed | Removal Date |
|--|--|-------------|--------------|
| 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 | 12/11/2020 | 10/10/2023 |
| 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 | 12/11/2020 | 10/10/2023 |
| Hai T. Nguyen | 9024 Silver Star Ave Vancouver, WA 98664 | 2/3/2020 | 2/2/2023 |
| High-N-Shine Concrete Floor, Inc. | 9024 Silver Star Ave Vancouver, WA 98664 | 2/3/2020 | 2/2/2023 |
| Jennifer Friedman | 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 | 12/11/2020 | 10/10/2023 |
| Kim Bell Flagging, Inc. | 8535 Woodard Ave SE Salem, OR 97317 | 1/12/2016 | 1/11/2023 |
| Kimberly Bell-Eddy | 8535 Woodard Ave SE Salem, OR 97317 | 1/12/2016 | 1/11/2023 |
| Lisa Hoang 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 164th Avenue Vancouver, WA 98684 | 2/24/2020 | 2/23/2027 |
| Michael Barker | 32966 Tennessee Road Lebanon, OR 97355 | 1/5/2021 | 1/4/2024 |
| NW Flagging LLC | 703 N Hayden Meadows Dr. #206 Portland, OR 97213 731 N Hayden Meadows Dr. #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684 | 2/24/2020 | 2/23/2027 |
| 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 164th Avenue Vancouver, WA 98684 | 2/24/2020 | 2/23/2027 |
| Pacharee Polson | 9024 Silver Star Ave Vancouver, WA 98664 | 2/3/2020 | 2/2/2023 |

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2024**

| Contactor | Address | Date Placed | Removal Date |
|---|---|-------------|--------------|
| Pacific NW Drywall & Acoustics LLC aka Pacific NW Drywall& Acoustics LLC* | 731 NW Natio Parkway #215 Portland, OR 97209 | 6/17/2020 | |
| Phillip Walker | 580 Market Street NE Salem, OR 97301 | 7/10/2015 | 7/9/2025 |
| Regional Traffic Management LLC | 703 N Hayden Meadows Dr. #206 Portland, OR 97213 731 N Hayden Meadows Dr. #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684 | 2/24/2020 | 2/23/2027 |
| Sang In Nam dba Cornerstone Janitorial Services* | 130 NE Danbury Ave Hillsboro, OR 97124 | 9/20/2016 | |
| Scott Friedman | 2969 Ferguson St NW Salem, OR 97304 4400 Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304 | 12/11/2020 | 10/10/2023 |
| Snake River Construction and Excavation LLC | 2676 Copeland Road Harper, Oregon 97606 | 5/6/2022 | 5/5/2025 |
| Timothy Covington, aka Tim York | 16055 NE Stanton St. Portland, OR 97230 2933 NE 11th Ave. Portland, OR 97212 12231 NE Stanton St. Portland, OR 97230 | 4/13/2021 | 4/12/2024 |
| Tyrell Ingram | 2676 Copeland Road Harper, Oregon 97906 | 5/6/2022 | 5/5/2025 |
| WCI Construction LLC | 169 SE Cody Lane Madras, OR 97741 | 7/3/2017 | 7/2/2027 |
| WWJD Traffic Control, Inc. | 168 Clearwater Avenue NE Salem, OR 97301 | 7/10/2015 | 7/9/2025 |

* **Not to be removed from debarment.**

Prevailing Wage Rate Laws Handbook

The 2024 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 2024-01
EFFECTIVE APRIL 5, 2024**

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

ASBESTOS WORKER/INSULATOR

| | | |
|----------------------|--------------|--------------|
| | 60.62 | 24.42 |
| Firestop Containment | 46.64 | 17.98 |

CARPENTER

Zone A (Base Rate)

| | | |
|----------------------------|--------------|-------------------|
| Group 1 | 49.44 | 16.01 |
| Group 2 | 49.61 | 16.01 |
| Group 3 (Millwrights) | 55.28 | 19.65 |
| Group 4 | | Eliminated |
| Group 5 (Bridge & Highway) | 50.04 | 16.01 |
| Group 6 (Piledrivers) | 50.33 | 16.01 |

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 | Coos Bay | Klamath Falls | Newport | Roseburg |
| Astoria | Eugene | La Grande | Ontario | Salem |
| Baker City | Goldendale | Lakeview | Pendleton | The Dalles |
| Bend | Grants Pass | Longview | Portland | Tillamook |
| Brookings | Hermiston | Madras | Port Orford | Vancouver |
| Burns | Hood River | Medford | Reedsport | |

Reference Cities for Group 3 Carpenters

| | | | |
|----------|------------|------------|-----------|
| Eugene | Medford | Portland | Vancouver |
| Longview | North Bend | The Dalles | |

Reference Cities for Group 5 and 6 Carpenters

| | | |
|--------|----------|------------|
| Bend | Longview | North Bend |
| Eugene | Medford | Portland |

See more Zone Differential Information on page 2

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

CARPENTER (continued)

Zones for **Group 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, whichever is closer.

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).

Group 2, 5 and 6:

Welders shall receive a 5% premium per hour based on their Group's journeyman wage rate, with an 8-hour minimum.

Group 1 and 3:

When working with toxic treated wood, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

Group 5 and 6:

When working with creosote and other toxic treated wood, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

Group 6:

When working in sheet pile coffer dams or cells up to the external water level, workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

| | | |
|---|--------------|--------------|
| 1. DRYWALL INSTALLER | 49.24 | 16.01 |
| 2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER | 49.24 | 16.01 |

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 listed herein.

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 |

Certified welders shall receive 5% over the base wage rate, with an eight (8) hour minimum.

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

ELECTRICIAN

Area 4

| | | |
|---------------------------------------|--------------|--------------|
| Electrician | 55.27 | 23.24 |
| Cable Splicer | 60.80 | 23.40 |
| Lighting Maintenance/Material Handler | 26.04 | 10.43 |

Reference Counties for Area 4

Benton Deschutes Lane Lincoln
Crook Jefferson Linn

Marion – **See Area 5 rate** Polk – **See Area 5 rate** Yamhill – **See Area 5 rate**

Shift Differential*

- 1st Shift “day” Between the hours of 8:00am and 4:30pm – 8 hours pay for 8 hours work
- 2nd Shift “swing” Between the hours of 4:30pm and 1:00am – 8 hours pay for 8 hours work plus 17% for all hours worked
- 3rd 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.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 2

| | | |
|----------|--------------|--------------|
| Mechanic | 65.14 | 43.10 |
|----------|--------------|--------------|

Reference Counties

Benton Deschutes Jefferson Malheur Wasco
Clackamas Douglas Josephine Marion Washington
Clatsop Gilliam Klamath Morrow Wheeler
Columbia Grant Lake Multnomah Yamhill
Coos Harney Lane Polk
Crook Hood River Lincoln Sherman
Curry Jackson Linn Tillamook

Umatilla – **See Area 1 rate**

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

PAINTER & DRYWALL TAPER

| | | |
|---------------------|--------------|--------------|
| COMMERCIAL PAINTING | 35.62 | 15.06 |
| INDUSTRIAL PAINTING | 37.69 | 15.06 |
| BRIDGE PAINTING | 44.20 | 15.06 |

Shift Differential for Painter

Add \$2.00/hour to base rate for entire shift if any hours are worked outside of 5:00 a.m. to 5:00 p.m.

| | | |
|--|--------------|--------------|
| DRYWALL TAPER <u>Zone A (Base Rate)</u> | 42.52 | 20.78 |
|--|--------------|--------------|

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

- Zone A: Projects located less than 61 miles from 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.

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 |

Note: Zone pay is based on AAA Road Mileage.

PLUMBER/PIPEFITTER/STEAMFITTER

| | | |
|----------------------|--------------|--------------|
| <u>Area 2</u> | 57.00 | 35.51 |
|----------------------|--------------|--------------|

Reference Counties

| | | |
|-------|----------|---------|
| Baker | Morrow | Union |
| Grant | Umatilla | Wallowa |

Gilliam – **See Area 3 rate** Wheeler – **See Area 3 rate**

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 in one-hour minimum increments if it is possible for worker to fall 35 ft. or more.

Add \$1.00 to base rate in one-hour minimum increments if worker is required to wear a mask in hazardous areas

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

PLUMBER/PIPEFITTER/STEAMFITTER (Continued)

Area 3

57.92

36.35

Reference Counties

| | | | |
|-----------|------------|-----------|------------|
| Benton | Deschutes | Klamath | Polk |
| Clackamas | Douglas | Lake | Sherman |
| Clatsop | Hood River | Lane | Tillamook |
| Columbia | Jackson | Lincoln | Wasco |
| Coos | Jefferson | Linn | Washington |
| Crook | Josephine | Marion | Wheeler |
| Curry | Gilliam | Multnomah | Yamhill |

**AMENDMENTS TO OREGON DETERMINATION 2024-01
EFFECTIVE APRIL 5, 2024**

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

ASBESTOS WORKER/INSULATOR

| | | |
|----------------------|--------------|--------------|
| | 60.62 | 24.42 |
| Firestop Containment | 46.64 | 17.98 |

CARPENTER

Zone A (Base Rate)

| | | |
|----------------------------|--------------|-------------------|
| Group 1 | 49.44 | 16.01 |
| Group 2 | 49.61 | 16.01 |
| Group 3 (Millwrights) | 55.28 | 19.65 |
| Group 4 | | Eliminated |
| Group 5 (Bridge & Highway) | 50.04 | 16.01 |
| Group 6 (Piledrivers) | 50.33 | 16.01 |

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 | Coos Bay | Klamath Falls | Newport | Roseburg |
| Astoria | Eugene | La Grande | Ontario | Salem |
| Baker City | Goldendale | Lakeview | Pendleton | The Dalles |
| Bend | Grants Pass | Longview | Portland | Tillamook |
| Brookings | Hermiston | Madras | Port Orford | Vancouver |
| Burns | Hood River | Medford | Reedsport | |

Reference Cities for Group 3 Carpenters

| | | | |
|----------|------------|------------|-----------|
| Eugene | Medford | Portland | Vancouver |
| Longview | North Bend | The Dalles | |

Reference Cities for Group 5 and 6 Carpenters

| | | |
|--------|----------|------------|
| Bend | Longview | North Bend |
| Eugene | Medford | Portland |

See more Zone Differential Information on page 2

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

CARPENTER (continued)

Zones for **Group 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, whichever is closer.

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).

Group 2, 5 and 6:

Welders shall receive a 5% premium per hour based on their Group's journeyman wage rate, with an 8-hour minimum.

Group 1 and 3:

When working with toxic treated wood, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

Group 5 and 6:

When working with creosote and other toxic treated wood, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

Group 6:

When working in sheet pile coffer dams or cells up to the external water level, workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

| | | |
|---|--------------|--------------|
| 1. DRYWALL INSTALLER | 49.24 | 16.01 |
| 2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER | 49.24 | 16.01 |

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 listed herein.

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 |

Certified welders shall receive 5% over the base wage rate, with an eight (8) hour minimum.

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

ELECTRICIAN

Area 4

| | | |
|---------------------------------------|--------------|--------------|
| Electrician | 55.27 | 23.24 |
| Cable Splicer | 60.80 | 23.40 |
| Lighting Maintenance/Material Handler | 26.04 | 10.43 |

Reference Counties for Area 4

Benton Deschutes Lane Lincoln
Crook Jefferson Linn

Marion – **See Area 5 rate** Polk – **See Area 5 rate** Yamhill – **See Area 5 rate**

Shift Differential*

- 1st Shift “day” Between the hours of 8:00am and 4:30pm – 8 hours pay for 8 hours work
- 2nd Shift “swing” Between the hours of 4:30pm and 1:00am – 8 hours pay for 8 hours work plus 17% for all hours worked
- 3rd 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.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 2

| | | |
|----------|--------------|--------------|
| Mechanic | 65.14 | 43.10 |
|----------|--------------|--------------|

Reference Counties

Benton Deschutes Jefferson Malheur Wasco
Clackamas Douglas Josephine Marion Washington
Clatsop Gilliam Klamath Morrow Wheeler
Columbia Grant Lake Multnomah Yamhill
Coos Harney Lane Polk
Crook Hood River Lincoln Sherman
Curry Jackson Linn Tillamook

Umatilla – **See Area 1 rate**

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

PAINTER & DRYWALL TAPER

| | | |
|---------------------|--------------|--------------|
| COMMERCIAL PAINTING | 35.62 | 15.06 |
| INDUSTRIAL PAINTING | 37.69 | 15.06 |
| BRIDGE PAINTING | 44.20 | 15.06 |

Shift Differential for Painter

Add \$2.00/hour to base rate for entire shift if any hours are worked outside of 5:00 a.m. to 5:00 p.m.

| | | |
|--|--------------|--------------|
| DRYWALL TAPER <u>Zone A (Base Rate)</u> | 42.52 | 20.78 |
|--|--------------|--------------|

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

- Zone A: Projects located less than 61 miles from 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.

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 |

Note: Zone pay is based on AAA Road Mileage.

PLUMBER/PIPEFITTER/STEAMFITTER

| | | |
|----------------------|--------------|--------------|
| <u>Area 2</u> | 57.00 | 35.51 |
|----------------------|--------------|--------------|

Reference Counties

| | | |
|-------|----------|---------|
| Baker | Morrow | Union |
| Grant | Umatilla | Wallowa |

Gilliam – **See Area 3 rate** Wheeler – **See Area 3 rate**

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 in one-hour minimum increments if it is possible for worker to fall 35 ft. or more.

Add \$1.00 to base rate in one-hour minimum increments if worker is required to wear a mask in hazardous areas

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

PLUMBER/PIPEFITTER/STEAMFITTER (Continued)

Area 3

57.92

36.35

Reference Counties

| | | | |
|-----------|------------|-----------|------------|
| Benton | Deschutes | Klamath | Polk |
| Clackamas | Douglas | Lake | Sherman |
| Clatsop | Hood River | Lane | Tillamook |
| Columbia | Jackson | Lincoln | Wasco |
| Coos | Jefferson | Linn | Washington |
| Crook | Josephine | Marion | Wheeler |
| Curry | Gilliam | Multnomah | Yamhill |