



Ashland School District
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REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS

FOR

ASHLAND SCHOOL DISTRICT

DESIGN|BUILD CONTRACTOR

**With a Guaranteed Maximum Price for the Construction of Ashland High
Direct Digital Controls Project**

JANUARY 23, 2025
Ashland District Name
885 Siskiyou Blvd
Ashland, OR 97520



ASHLAND SCHOOL DISTRICT
ASHLAND HIGH SCHOOL
DIRECT DIGITAL CONTROLS PROJECT
REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS
DESIGN BUILD
TITLE PAGE
SECTION 00010

PROJECT MANAGER:

Josh Whitaker, Project Manager
HMK Company
46 N Front Street #201
Medford, OR 97501
Phone: 503-453-2836
Email: david.mckay@hmkco.org

**ARCHITECT FOR INITIAL PHASE
CRAFTING DESIGN BUILD RFQ/RFP
DOCUMENTS**

Christopher Brown, Principal
arkitek: Design and architecture
426 A Street, Suite 101
Ashland, OR 97520
Phone: 541-591-9988
Email:

SCHOOL DISTRICT:

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

These Specifications are not for permitting or construction purposes. These documents are for the Design-Build RFP process only.



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DESIGN/BUILD CONTRACT

With a Guaranteed Maximum Price

For

CONSTRUCTION

Of the

**ASHLAND SCHOOL DISTRICT
DIRECT DIGITAL CONTROLS PROJECT
("Design/Build" Project)**

TO: Prospective Design/Build Proposer's

SUBJECT: Request for Qualifications
and Request for Proposals

ISSUE DATE: **January 23, 2025**

ISSUED BY: Ashland School District

CONTACT FOR RFQ/RFP: Josh Whitaker, Project Manager
HMK Company
46 N Front Street #201
Medford, OR 97501

PROPOSALS DUE: February 06, 2025
2:00 PM Local Time
Ashland School District
885 Siskiyou Blvd
Ashland, OR 97520



I. INTRODUCTION

A. REQUEST FOR QUALIFICATIONS

REQUEST FOR QUALIFICATIONS

AND

REQUEST FOR PROPOSALS ADVERTISEMENT

RFP

DESIGN/BUILD CONTRACTOR

With a Guaranteed Maximum Price for the Construction of

**ASHLAND SCHOOL DISTRICT
DIRECT DIGITAL CONTROLS PROJECT
("Design/Build" Project)**

Date of Issue: **January 23, 2025**

Closing Time and Date: February 06, 2025
2:00 PM Local Time
Ashland School District
885 Siskiyou Blvd
Ashland, OR 97520



B. REQUEST FOR PROPOSALS ADVERTISEMENT

**ASHLAND SCHOOL DISTRICT
DIRECT DIGITAL CONTROLS PROJECT
("Design/Build" Project)**

Proposals Due 2:00 p.m., February 06, 2025

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN: The Ashland School District Requests Qualifications **and** Requests for Proposals from experienced Design/Build Contractors (DBC) for the construction of a fully integrated controls system including all necessary instruments for 5 separate buildings. Electronic proposals will be accepted by Josh Whitaker, Project Manager, HMK Company, at josh.whitaker@hmkco.org until **2:00 PM** Local Time on **February 06, 2025**, after which time no further proposals will be received.

The project scope consists of.... Design and installation of a fully integrated controls system including all necessary instruments for 5 separate buildings (C, D, F, G and J) on the Ashland High School campus. Qualified bidder shall provide engineering, installation, calibration, commissioning, acceptance testing assistance, software programming, and checkout for complete and fully operational DDC.

Owners' minimum requirements have been set forth in Division 0-33 contained in the RFP/RFQ Documents and Performance Drawings. The proposal is to include: all associated accessories including but not limited controls for HVAC equipment.

The DBC firms responding to this RFP will be evaluated based upon qualifications, prior experience, proposed approach (including schedule and plan for completing the work); schematic design fee, and any other evaluation criteria identified in this procurement.

ANY PROTEST OR REQUEST FOR CHANGE MUST BE DELIVERED IN WRITING TO David McKay, HMK Company at PO Box 3223, Salem, OR 97302 on or before seven (7) calendar days prior to the due date for proposals.

This contract is for a public work subject to ORS 279C.800 to 279C.870 (the Oregon Prevailing Wage Rate Law). If the contract amount is over \$50,000.00, BOLI wage rates will be applicable to this project. The wage rates are included in the bid documents, which are available as noted above.

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

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

The Ashland School 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.



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January 27, 2025

Josh Whitaker, Project Manager
On behalf of Ashland School District



C. PROPOSAL OVERVIEW

If, after receiving the packet, you have inquiries please contact Josh Whitaker, Project Manager, at 541-601-3638, or e-mail: josh.whitaker@hmkco.org

Proposals are due prior to **February 06, 2025 at 2:00 PM** local time Proposals received after the specified time will not be considered.

D. INTERVIEWS

The District reserves the right to interview one or more of the top finalists. Interviews will be scheduled at the discretion of the district if they feel necessary and scheduled tentatively for **February 7, 2025**, at the Ashland School District offices located at 885 Siskiyou Blvd, Medford, OR 97520. All proposers' need for their team to set those days aside if they are a chosen finalist. Notice of finalist selection and interview times will be made to those finalists on **February 7, 2025**. Note that these dates are tentative.

All Proposers' must be registered with the Oregon Construction Contractors Board prior to submitting Proposals and have a current Oregon Public Works bond. Failure to register will be sufficient cause to reject Proposals as non-responsive for this Project, the provisions of ORS 279C.800 through 279C.870, relative to prevailing wage rates apply. The Contractor and all subcontractors shall comply with prevailing wage rate requirements.

This solicitation does not obligate the District to pay any costs incurred in preparation of Proposals or presentations, the District reserves the right to reject any Proposal not in compliance with all prescribed requirements and the District may reject for good cause any or all Proposals upon a written finding that it is in the public interest to do so.

E. PROJECT OVERVIEW

The work consists of the design and construction of:

Design and installation of a fully integrated controls system including all necessary instruments for 5 separate buildings (C, D, F, G and J) on the Ashland High School campus. Qualified bidder shall provide engineering, installation, calibration, commissioning, acceptance testing assistance, software programming, and checkout for complete and fully operational DDC.

Owners' minimum requirements have been set forth in Division 0-33 contained in the RFP/RFQ Documents and Performance Drawings. The proposal is to include: all associated accessories including but not limited to flashing, trim and closures; doors and frames including hardware; framed openings designed to accept specified windows; cabinetry, finishes; gutters and downspouts; installation of electrical service, lighting, telecommunications, water, gas and sewer service as indicated in the proposal documents; installation of plumbing fixtures, domestic water distribution piping and water heating systems; installation of gas heating equipment, fans ductwork and diffusers/grills and cooling systems as an alternate and controls for HVAC equipment; site work including clearing, grading, paving and installation of utilities.

F. DESIGN TEAM

The Design/Build Contractor (DBC) will be responsible for assembling, and contracting with the professional design team and coordinating all design and construction activities necessary to deliver the project.



II. SELECTION PROCESS

A. SELECTION OVERVIEW

The Ashland School District is seeking a qualified DBC with current relative experience in like type buildings for the services identified herein related to the design and construction of:

The project scope consists of Design and installation of a fully integrated controls system including all necessary instruments for 5 separate buildings (C, D, F, G and J) on the Ashland High School campus. Qualified bidder shall provide engineering, installation, calibration, commissioning, acceptance testing assistance, software programming, and checkout for complete and fully operational DDC.

In accordance with Oregon Administrative Rules 125.310.0220 and 137.040.0570, School District will use the Request for Qualifications (RFQ) and the Request for Proposal (RFP) competitive procurement process to select and enter into a contract with the DBC. In accordance with those rules and ORS 279C.335, the District has obtained an exemption from applicable competitive bidding requirements (Exemption Order dated December 9, 2014).

The District has established the Design/Build approach through the exemption process and by filing Findings supporting the use of this approach. The Design/Build approach was established in lieu of the more traditional Design-Bid-Build in order to take advantage of a fast track delivery approach.

The selection process will be conducted in a fair and impartial manner, where several qualified individuals will evaluate Proposals and presentations. The selection has four major parts:

- 1) Evaluation of Qualifications,
- 2) Proposal evaluation and initial ranking;
- 3) Interviews (if the district elects), reference checks, final ranking and selection;
- 4) Guaranteed Maximum Price.

The District will publish the notice of the RFP in the "Daily Journal of Commerce".

The District will review the RFQ to ensure that the Proposer meets the minimum qualifications required.

The District will convene an evaluation committee made up of three to five qualified members, representing the District, Stakeholders or the general public to evaluate all Proposals.

The evaluation committee will provide an initial ranking of the Design/Build teams and reserves the right to interview one or more of the top ranked teams. Based on the results of the interview process, the proposals may be re-ranked.



B. SCHEDULE FOR SELECTION

The milestones for the selection process are set forth below. Required dates for submittals and any other activities are provided elsewhere in this Request for Proposals.

PROJECT MILESTONE	COMPLETION DATE
Advertise RFP	January 23, 2025
RFP Document Available	January 23, 2025
Deadline for Questions	January 29, 2025
Deadline for Pre-Proposal protests	January 29, 2025
Issue any final Addenda	February 2, 2025
Due Date for Submission of Proposals	February 6, 2025
Interviews	February 7, 2025
Notice of Tentative Intent to Award	February 7, 2025
Deadline for Selection Protests	February 13, 2025
Execute Contract	February 14, 2025
Notice to Proceed (Design)	Upon Notice to Proceed
Notice to Proceed (Construction)	Upon Notice to Proceed
Substantial Completion	August 15, 2025
Final Completion	September 30, 2025

III. SERVICES TO BE PROVIDED

A. DESCRIPTION OF SERVICES

1. **Schematic Design Phase Services:** In the Schematic Design Phase, the DBC, through their design consultants and in consultation with the Owner, shall provide those services necessary to prepare schematic design documents consisting of drawings and other documents illustrating the general scope, scale and relationship of the Project components for incorporation into the project for approval by the Owner. At the completion of the Schematic Design Phase the DBC shall deliver to Owner all Supporting Documents and any proposed adjustment in the GMP (collectively “the Schematic Design Work Product”) at the completion of the Schematic Design Phase. If any actual subcontract Offers are available at the completion of the Schematic Design Phase, the DBC shall include those subcontract Offers in the Schematic Design Work Product.
2. **Construction Phase Services:** During the Construction Phase Services, the Design/Build contractor shall provide and pay for all design services necessary to fully document and



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describe the details necessary for the construction of:

The project scope consists of Design and installation of a fully integrated controls system including all necessary instruments for 5 separate buildings (C, D, F, G and J) on the Ashland High School campus. Qualified bidder shall provide engineering, installation, calibration, commissioning, acceptance testing assistance, software programming, and checkout for complete and fully operational DDC.

These services include, but are not necessarily limited to: All architectural, site/civil, mechanical, structural, and electrical engineering necessary to support the requirements of the project. During this phase the DBC shall also provide all materials, tools, equipment, labor, and professional and non-professional services, and shall perform all other acts and supply all other things necessary to fully and properly perform and complete the Work, as required by the Contract Documents, State and local codes and environmental requirements, The Design/Build contractor will provide all necessary permits (owner will provide the Conditional Use Permit) and approvals and provide all necessary documentation to the execution of this work. The Design/Build contractor will also be responsible for ongoing management of the construction budget and Project schedule.

Owners' minimum requirements have been set forth in Division 0-33 contained in the RFP/RFQ Documents and Performance Drawings. The proposal is to include: all associated accessories including but not limited to flashing, trim and closures; doors and frames including hardware; framed openings designed to accept specified windows; cabinetry, finishes; gutters and downspouts; installation of electrical service, lighting, telecommunications, water, gas and sewer service as indicated in the proposal documents; installation of plumbing fixtures, domestic water distribution piping and water heating systems; installation of gas heating equipment, fans ductwork and diffusers/grills and cooling systems as an alternate and controls for HVAC equipment; site work including clearing, grading, paving and installation of utilities.

These Specifications are not for permitting or construction purposes. These documents are for design build RFP process only.

B. SPECIAL REQUIREMENTS

In order to implement the Design/Build method of construction with a Guaranteed Maximum Price (GMP), the District will impose some special requirements to ensure an adequate level of competition. Proposer's shall note the following requirements concerning management of this GMP Project:

1. The selected DBC will be required to implement good faith efforts to develop business opportunities for Minority Owned, Women Owned, and Emerging Small Business Enterprises, as required by ORS Chapter 200.

The District will use the Sample Design/Build Agreement, (See Section 00500), including the Standard General Conditions, (See Section 00600). The General Conditions, as may be modified by Supplemental General Conditions (See Section 00650), shall apply to the work of all subcontractors and to the work of the DBC to the extent that they do not conflict with the Design/Build Contract.



The selected Design/Build contractor will be required to comply with the **January 5, 2025** Oregon prevailing wage rates as set forth in the BOLI Prevailing Wage Rates for Public Works Contracts in Oregon and amendments.

IV. PROPOSAL REQUIREMENTS

A. SUBMITTAL REQUIREMENTS

1. Interested Design Build firms must submit their Proposals no later than **February 6, 2025 at 2:00 PM** local time. Each bid proposal shall be submitted ELECTRONICALLY, and the subject line as follows: "SCHOOL DISTRICT –PROJECT NAME" and show the name and business address of the bidder.
2. Late Submission: A Proposal shall be considered late if received at any time after **2:00 PM, February 6, 2025**. Proposals received after the specified time shall be rejected.
3. Proposal Certification Statement: Attachment A Proposal Certification Statement shall be filled out and signed, and shall be included at the beginning of each Proposal. The certification shall bind the Proposer to perform the services for the fees stated in their Proposal. Failure to submit a signed Proposal certification statement will result in disqualification of the proposing firm.
4. Modification or Withdrawal of Proposal: Prior to the date and time designated for receipt of Proposal, any Proposal may be modified or withdrawn by notice to the District at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer and shall be delivered on or before the date and time set for receipt of Proposals.
5. Written Questions and Addenda: Questions regarding the information contained in this Request for Proposals must be submitted to the designated RFP contact, no later than the time and date specified in this RFP. All questions must be submitted in writing and received by the specified date and time. No oral questions will be accepted other than at the mandatory pre-proposal conference.

Emailed questions will be accepted at josh.whitaker@hmkco.org, HMK Company. All questions received that materially affect this RFP will be answered by addenda. Anonymity of the source of the specific questions will be maintained in the written responses.

6. Insurance Requirements: During: The term of any Design/Build Contract resulting from this RFQ/RFP, the Contractor shall maintain, in force, each policy required by the Contract Documents (see Article 10 of the Design Build Agreement; and the General Conditions and the Supplemental General Conditions, for pertinent sections). A Contract will not be executed, and the District will not issue a Notice to Proceed (Design), until acceptable proof of coverage is received.
7. Bonding Capacity: Each Proposer must be capable of providing a 100% Performance Bond and 100% Payment Bond for the Project in the amount of the DBC stated GMP. Performance and Payment Bonds will be expected to be in place at the time of the issuance of the Notice to Proceed (Construction).



PUBLIC RECORDS

1. This RFP and one copy of the subsequent selected Proposal(s), together with copies of all documents pertaining to the award of a Contract, shall be kept by the District and made a part of a file or record, which shall be open to public inspection. **If a Proposal contains any information that is considered a Trade Secret under ORS 192.345, each sheet of such information, shall be marked with the following Legend:**

"This data constitutes a trade secret under ORS 192.345 and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."
 2. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance", ORS 192.345. Therefore, nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.
 3. The above restriction may not include fee schedule information, which shall be open to public inspection
 4. Identifying the Proposal in total as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

RECYCLED PRODUCTS

1. Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document.

THE ASHLAND SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER

The District is committed to achieve a workforce that represents the diversity of Oregon and being a leader in providing fair and equal employment opportunity for all interested applicants and employees.

B. DETAILED PROPOSAL REQUIREMENTS

Every Proposal must reply to each of the following items. Responses must be in the same order listed below. Concise and direct answers are encouraged.

By listing individuals in the Proposal, the firm guarantees that these individuals will be available to work on the Project at the approximate percentages shown. The District reserves the right to approve or reject any changes to the proposed personnel. The District further reserves the right to request a substitution of personnel if deemed to be in the best interest of the District.

1. Qualifications, Pass/Fail Criteria,
 - a. Both design and construction entities must show recent experience in the delivery of a major (12,000 square feet or greater of floor area) Design/Build pre-engineered school facility or buildings of like size and types of finishes. Please provide a brief description of at least five (5) like type facilities that each entity has designed and/or constructed within the past five (5) years.
 1. References from projects of like size and dollar value:



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- a. Project Name.
 - b. Contact name.
 - c. Day time phone number.
 - d. Email address.
 - e. Project dollar value.
2. List any endorsements from steel building manufacturers.
- b. Provide an overview of your company including years in business, office locations, and general work history answering the following questions:
1. How long has your organization been in business in Oregon as a contractor under your present business name and license number?
 2. Statement of the number of years in business as a Design/Build Contractor.
 3. Please confirm that you hold an Oregon Construction Contractors License that is current, valid, and in good standing with the Oregon Construction Contractors Board (CCB). Has the license been suspended or revoked in the past 10 years? If so, please explain.
 4. Please confirm that you hold an Oregon Public Works Bond.
 5. Have you, your responsible managing individual, or any partner, or officer or member ever been licensed in Oregon under a different name or license number? If yes, please list all the name(s) and license number(s).
 6. Is your organization connected with other organizations as a subsidiary, parent, holding or affiliate? If so, please explain.
 7. How many like projects of at least Seven Hundred Thousand Dollars (\$700,000) in hard construction cost has your organization completed in the past five years? Please list all.
 8. Has your organization ever failed to enter into a contract after being selected for a construction or modernization project? If so, please explain.
 9. Has your organization ever failed to complete a construction or modernization contract in the past five years? If so, please explain.
 10. Has your organization ever failed to complete a contract in the past five years within the authorized contract time? If so, please explain.
 11. Has your firm been assessed liquidated damages in the past five years? If so, please explain.
 12. Has your organization ever been disqualified from submitting a proposal or a bid on a State of Oregon project, school district project, or other public work? If so, please explain.
 13. What is your current total bonding capacity? A letter from your bonding company may be required to verify bonding capacity.
 14. What is your current available bonding capacity?



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15. Has your organization been unable to obtain a bond or been denied a bond for a contract in the past five years? If so, please explain.
16. Has your organization ever defaulted on a contract forcing a surety to suffer a loss? If so, please explain.
17. During the last ten years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? If so, please explain.
18. Has your organization declared bankruptcy or been placed in receivership in the past ten years? If so, please explain.
19. Has your organization received a Notice of Default, or Notice of Intent to Terminate, on a public works project in the last five years? If so, please explain.
20. Has your organization's contract on a public works project been terminated or canceled by the public entity owner in the last five years? If so, please explain.
21. Is your organization currently involved in Dispute Resolution defined as Mediation, Arbitration or Litigation related to a construction project? If so, please explain.
22. Has your organization been involved in Dispute Resolution defined as Mediation, Arbitration or Litigation in the past five years related to a construction project? If so, please explain.
23. Are there currently any liens/stop notices for labor and/or materials filed against your organization? If so, please explain.
24. How many lien, bond claim, or enforcement lawsuits against your organization have been lost or settled by the organization in the past five years? Please explain.
25. How many construction-related claims, complaints, and/or cross-complaints has your organization filed in court in the last seven years? Please explain.
26. How many construction-related claims has your organization mediated or arbitrated in the last seven years? Please explain.
27. In the past five (5) years, how many unresolved change orders resulted in a claim filed by your organization? Please explain.
28. Has any employee, individual, or entity filed a complaint in the past seven years against your organization with the Oregon Construction Contractors Board (CCB)? If so, how many were filed and how were the complaints resolved?
29. Has there been any occasion during the last seven years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the federal or state prevailing wage laws? If so, please explain.
30. In the past seven years, has any action or administrative proceeding for back wages, penalties or other sanctions been filed against your organization for failure to pay state or federal prevailing wages or for



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failure to comply in any way with the state or federal prevailing wage laws? If so, please explain.

31. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? If so, please explain.
 32. Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or private entity? If so, please explain.
 33. Has your firm or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state, or local law related to construction? If so, please explain.
 34. Has your firm or any of its owners, officers, or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? If so, please explain.
2. Performance (Preliminary) Drawing of Project
 - a. Provide a performance (preliminary) drawing of the project as you see it incorporating owner's minimum requirements. Drawings to include elevations, floor plans, and selected details
 3. Similar Project History/Safety
 - a. Provide a brief description of your team's history in the design and/or construction of like type facilities within the past five (5) years. Include annual volume figures for the past five (5) years and current bonding capacity.
 - b. Provide a general description of your firm's safety programs, as well as your most recent Workers Compensation Insurance experience modifier.
 4. Firm Experience
 - a. Provide a listing, in chronological order, of your firm's completed projects of Seven Hundred Thousand Dollars (\$700,000) or more (provide a list of at least 5). Information on these projects should include the following:
 1. Name of the owner, contact person, and current phone number
 2. The architect, contact person, and current phone number
 3. Location of the project and completion date
 4. A brief description of the job
 5. Amount of Contract award or negotiated GMP (if applicable)
 6. Final contract amount and total amount of change orders
 7. Total project claims going to litigation/arbitration and their disposition
 - b. Provide a listing, in chronological order, of your firm's experience with Design/Build projects (of like type or like building type using different delivery



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methods) of Seven Hundred Thousand Dollars (\$700,000) or more Information about the project should follow the format and include the same information required in 3a.

- c. Provide a listing of experiences with Guaranteed Maximum Price (GMP) projects and whether they were for public or private sector clients. The listing should follow the format described in the previous section, but should include both the GMP award amount, and the final Cost of the Work.

5. Staffing & Staff Qualifications

- a. Provide a Project organization chart showing your proposed staff for this Project, including all professional staff in the following areas; professional design consultants, project management, corporate oversight and administration, estimating and onsite construction supervision.
- b. Include resumes for all individuals listed in the chart. Indicate the proposed percentage that each person will work on this Project during Schematic Design Phase and Construction Phase Services. The resumes must include each individual's education; work history, length of tenure with the firm, and prior work experience with similar projects and any experience working with public sector GMP projects. **NOTE: Clearly differentiate employees from sub-contractor/consultants.**
- c. For those individuals that are not full time, describe how and when they will work on the Project, as well as which other Project responsibilities that will fill their time. Additionally, describe the prior experience, if any, of the team members working with each other on projects (please be specific) and what roles they will fill on the proposed team for this Project.

6. Project Approach

- a. Describe how your firm will approach the Schematic Design, Construction Document Design, Construction, and Construction Management aspect of this Project and how will you ensure that the Project's needs are adequately met.
- b. Describe your firm's overall plan to complete the Project. Discuss in detail your plan, identifying your services and deliverables to the Owner during the Schematic Design phase. These services shall include, but are not limited to reviewing the program and budget, recommendations on feasibility, alternate designs, drawings, constructability reviews, value engineering, scheduling, cost estimating, bidding market, etc.; Discuss in detail your plan during the Construction Phase Services, identifying your services and deliverables to the

Owner during this phase. These services shall include, but are not limited to creating bid packages, bidding, Scheduling the work, managing the construction meetings, written reports, and cost control etc., so as to provide the Owner with the best possible customer service and ensure the greatest possible value for the construction budget.

- c. Describe how your firm will ensure all critical systems (HVAC, mechanical, electrical, infrastructure and building systems, etc.) will operate and function to their full potential and benefit this facility to its greatest extent. Describe how



each critical system meets the requirement of the facility criteria.

7. Fees
 - a. Consultant shall include a statement of the Maximum Schematic Design, Fee (to be billed on a cost reimbursement basis); this value shall also be included on Attachment A.
 - b. DBC shall include a statement as to the Guaranteed Maximum Price for the project as identified in the Owners specifications detailing minimum requirements. This value shall also be included on Attachment A.
8. General Conditions Work
 - a. Proposer's are required to complete a table and attach in proposal response to indicate estimated General Condition Work costs associated with the Design/Build Project and submit the completed table with their Proposal. These costs will not be scored or considered as part of the evaluation to select the apparent successful Proposal, but these costs, when finally negotiated, will become part of the final contract with the selected DBC. The District reserves the right to negotiate the cost of individual items of General Condition Work listed in the table and any item of Work not included in the table but otherwise described in Article 7 of the sample Design/Build Agreement attached to this RFP shall be reimbursed not as General Conditions Work but as Cost of the Work.

C. PUBLIC INFORMATION

Proposals become public records upon submission, and are subject to public inspection following contract award unless otherwise exempt under Oregon's Public Records Law (ORS Chapter 192). "Trade Secrets" are conditionally exempt under ORS 192.345, and will be protected to the extent permitted by the Public Records Law, provided that any trade secret is specifically identified as such.

D. INTERVIEW INFORMATION

1. Interviews of the top ranked Proposer's, if the district deems necessary, are tentatively scheduled within one week after the closing date at the Ashland School District. The firm(s) will be notified of the time and place for the interviews. The format of the interview will allow time for the presentation of the Proposal by the proposing firm. The Design/Build Firm Principal, Project Manager, key design consultants and on-site superintendent listed in the Proposal must be present at the interview.

E. EVALUATION CRITERIA

Proposer's not submitting all required information, documents, not including all requested information for evaluation per the evaluation criteria cited below, may be considered non-responsive and may be rejected. Each Proposal shall contain the desired information in the format specified. Responsive Proposals will be evaluated in accordance with the following:

Reference numbers below are from Section IV, Proposal Requirements, B Detailed Proposal Requirements, which indicate the scope of each criterion. Points listed below are the total possible points, which can be awarded for each criterion.



CRITERIA	POINTS	REFERENCE
1) <u>Qualifications Pass/Fail Criteria</u> P/F 1a SEPARATE ENVELOPE		
2) Performance (preliminary) Drawings of Project 15 2a		
3) Similar Project History/Safety 15 3a & b		
4) Firm experience 15 4a, b, & c		
5) Staffing and Staff Qualifications 15 5a, b, & c		
6) Project approach 20 6a, b, & c		
7) Fees 15 7a, b & c		
8) General Conditions 5 8a		

TOTAL POSSIBLE SCORE 100

F. FINAL SELECTION

Based on the initial scoring, the District will determine the number of top ranked firms that will be invited for interviews. During the interview, the proposer’s will be given the opportunity to present their proposal. Following the presentation, the interview panel will ask questions to supplement and clarify the proposal. While the interview sessions will not be independently scored, the interview process will be used to supplement and clarify the information contained in the Proposal, but not to modify the Proposal. Based upon the Proposal scoring, as modified by information obtained during the interviews, and results of reference checks, the firms will be given final ranking by the evaluation committee.

The District may negotiate changes to the Design/Build Contract as long as the general scope of the Work remains the same.

The District will attempt to enter into a Design/Build Contract for Schematic Design Services with the top ranked firm. If negotiations are not successful within fifteen (15) calendar days, the District, at its sole discretion, may then negotiate with the second ranked firm, and so forth.

V. PROTEST PROCEDURE

A. All responses will become part of the public record for this Project, without liability to the District. The District reserves the right to reject any or all responses received as a result of this RFP and, if doing so would be in the public interest, cancel this solicitation. The District reserves the right to consider a response or responses in whole or in part, and to determine the responsiveness of a proposal by reference to the response taken as a whole. DBC will be held to the terms submitted in their responses.

1. A potential DBC may file a written protest or make a written request that the Owner change an RFP specification or term. **ANY PROTEST OR REQUEST FOR CHANGE MUST BE DELIVERED IN WRITING TO David McKay, Project Director, HMK Company** at PO Box 3223, Salem, OR 97302, ON OR BEFORE FIVE (5) CALENDAR DAYS PRIOR TO THE DUE DATE FOR PROPOSALS. The purpose of this protest/request for change procedure is to permit the Owner



to correct, prior to the submission of Proposals, any specifications or terms that may be improvident, unlawful or which may unnecessarily restrict competition. This requirement is intended to eliminate, by permitting corrections prior to the submission of Proposals, the waste of resources and delay that may result from the untimely detection of errors in the RFP, possible protests, and possible rejection of Proposals. The Owner will consider each protest or request, amend the RFP accordingly if warranted, and will notify in writing each potential DBC of any change. No amendment of this RFP shall be effective unless made in writing.

B. SELECTION PROTESTS

1. All potential DBCs that submit Proposals in response to this RFP will be notified in writing of the potential DBCs who are deemed most qualified as provided in Section IV-F above. Any potential DBC that submitted a Proposal and is not deemed most qualified may submit to the Owner a written protest of the Owner's decision to exclude the potential DBC from the list of most qualified potential DBCs. **Any protest of the selection process shall be directed to David McKay, Project Director, HMK Company, at PO Box 3223, Salem, OR 97302.** Protests by adversely affected or aggrieved potential DBCs must be in writing and must specify the grounds upon which the protest is based and must be delivered to the Owner within five (5) calendar days after the date of issuance of the notice of selection of most qualified potential DBCs. No protest of or challenge to the selection of most qualified potential DBCs will be considered after that time period.

C. In order to be considered, a protest shall be in writing and shall include:

1. The name and address of the aggrieved person;
2. The contract title under which the protest is submitted;
3. A detailed description of the specific grounds for protest and any supporting documentation; and
4. The specific ruling or relief requested. In addition, in the event the protesting party asserts another proposer's lack of responsibility as a ground for protest, it must address in detail each of the matters in its written protest.
5. The written protest shall be mailed or delivered to HMK Company, David McKay, Program Director, 363 State Street, Salem, Oregon 97301
6. And shall be labeled: "Protest".

D. Upon receipt of a written protest, the District shall promptly consider the protest. The District may give notice of the protest and its basis to other persons, including Consultants involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the District, the District will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnish to the aggrieved person and any other interested parties. The District's decision may be appealed to the Superintendent by written notice together with all supportive evidence, received at the address set forth in Section V.C.5 not more than two (2) working days after receipt of the decision. The Superintendent's decision shall be final and conclusive.



- E. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the District's final decision.

NEGOTIATION

After selection of a successful Proposer, District may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract (Attachment B), with the exception of those terms listed below for negotiation.

Proposer shall review the attached Sample Contract and note exceptions.

Proposer must submit those exceptions to District during the Questions / Requests for Clarification period set forth in Section 2.7. above. Unless District agrees to modify any of the terms and conditions, District intends to enter into a Contract with the successful Proposer substantially in the form set forth in Sample Contract (Attachment B).

It may be possible to negotiate some provisions of the final Contract; however, District is not required to make any changes and many provisions cannot be changed. Proposer is cautioned that the State of Oregon believes modifications to the standard provisions constitute increased risk and increased cost to the District. Therefore, District will consider the Scope of requested exceptions in the evaluation of Proposal.

Any subsequent negotiated changes are subject to prior approval of District's Board of Directors.

District is willing to negotiate all items, except those listed below:

1. Choice of law
2. Choice of venue
3. Constitutional requirements
4. Requirements of applicable federal and State law
5. Requirements of applicable Board policy

In the event that the parties have not reached mutually agreeable terms within 30 calendar days, District may terminate Negotiations and commence Negotiations with the next highest-ranking Proposer.

Attachment A – Bid Document

Attachment B – DB Agreement



ATTACHMENT A

DATE: _____

LEGAL NAME OF BIDDER: _____

To: Ashland School District
Board of Directors;
885 Siskiyou Blvd
Ashland, OR 97520

The Undersigned, having examined the Contract Documents, including the Request for Qualifications/Request for Proposals, Bidding and Contract Requirements, the General Requirements, the Technical Specifications entitled:

**Divison 23- Section 230923- Direct Digital Controls
Ashland High School Modernization Project C- Bid Set Dated 02.08.24**

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

\$ _____
Schematic Design Fee for proposed services (Included in Guaranteed Maximum Price)

\$ _____ DOLLARS (\$ _____)
Guaranteed Maximum Price

ADDITIVE / ALTERNATE BIDS:

ASHLAND SCHOOL DISTRICT

Alternate Item:

\$ _____ DOLLARS (\$ _____)

which lump sums are hereby designated as ADDITIVE ALTERNATE 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. Should this proposal not be accepted within sixty (60) calendar days after the date and time of bid opening, or if the Undersigned executes Agreement and delivers bond, the Bid Guarantee shall be returned.
2. Contractor's State of Oregon Contractors License Registration Number _____
3. Receipt of Addenda's numbered _____ is hereby acknowledged.
4. 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)

SIGNATURES

Legal Name of Bidder's Firm

By: _____ Title _____

Address _____ Telephone _____

Email: _____

State of Incorporation, if Corporation _____

Names of Partners, if Partnership

Signed by

Name of Bidder/Firm Submitting Bid

END OF SECTION



**ASHLAND SCHOOL DISTRICT
DIRECT DIGITAL CONTROLS PROJECT
("Design/Build" Project)**

Proposals Due 2:00 p.m., February 06, 2025

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN: The Ashland School District Requests Qualifications **and** Requests for Proposals from experienced Design/Build Contractors (DBC) for the construction of a fully integrated controls system including all necessary instruments for 5 separate buildings. Electronic proposals will be accepted by Josh Whitaker, Project Manager, HMK Company, at josh.whitaker@hmkco.org until **2:00 PM** Local Time on **February 06, 2025**, after which time no further proposals will be received.

The project scope consists of.... Design and installation of a fully integrated controls system including all necessary instruments for 5 separate buildings (C, D, F, G and J) on the Ashland High School campus. Qualified bidder shall provide engineering, installation, calibration, commissioning, acceptance testing assistance, software programming, and checkout for complete and fully operational DDC.

Owners' minimum requirements have been set forth in Division 0-33 contained in the RFP/RFQ Documents and Performance Drawings. The proposal is to include: all associated accessories including but not limited controls for HVAC equipment.

The DBC firms responding to this RFP will be evaluated based upon qualifications, prior experience, proposed approach (including schedule and plan for completing the work); schematic design fee, and any other evaluation criteria identified in this procurement.

ANY PROTEST OR REQUEST FOR CHANGE MUST BE DELIVERED IN WRITING TO David McKay, HMK Company at PO Box 3223, Salem, OR 97302 on or before seven (7) calendar days prior to the due date for proposals.

This contract is for a public work subject to ORS 279C.800 to 279C.870 (the Oregon Prevailing Wage Rate Law). If the contract amount is over \$50,000.00, BOLI wage rates will be applicable to this project. The wage rates are included in the bid documents, which are available as noted above.

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

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



ASHLAND SCHOOL DISTRICT
ASHLAND HIGH SCHOOL
DIRECT DIGITAL CONTROLS PROJECT
REQUEST FOR PROPOSALS
SECTION 00020

The Ashland School 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.

January 27, 2025

Josh Whitaker, Project Manager

On behalf of Ashland School District



PART 1 – GENERAL

1.1 GENERAL

- A. The Work contemplated under this contract with Ashland School District (also referred to as the Owner or the District) includes the design, complete construction drawings and specifications, all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, design and construction of:

The construction of a Design and installation of a fully integrated controls system including all necessary instruments for 5 separate buildings (C, D, F, G and J) on the Ashland High School campus. Qualified bidder shall provide engineering, installation, calibration, commissioning, acceptance testing assistance, software programming, and checkout for complete and fully operational DDC.

Owners' minimum requirements have been set forth in Division 0-33 contained in the RFP/RFQ Documents and Performance Drawings. The proposal is to include: all associated accessories including but not limited to flashing, trim and closures; doors and frames including hardware; framed openings designed to accept specified windows; cabinetry, finishes; gutters and downspouts; installation of electrical service, lighting, telecommunications, water, gas and sewer service as indicated in the proposal documents; installation of gas unit heaters; site work including clearing, grading, paving and installation of utilities.

- B. **These Specifications are not for permitting or construction purposes. These documents are for the design build RFP process only.**

1.2 EXAMINATION OF SITE AND CONDITIONS

- A. Prior to submitting a proposal for the Design/Build of the Additions to Ashland School District Facilities the Design Build Contractor (DBC) shall examine the site and ascertain all of the physical conditions in relation thereto. The proposer shall also make a careful examination of the drawings, specifications and other contract documents and shall fully inform themselves as to the quantity of materials and the sources of supply of the materials. Failure to take these precautions will not release the successful DBC 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 DBC as a result of the DBC's failure to fully inform themselves 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 SPECIAL INSPECTIONS

- A. The Owner retains the right to enter into a separate contract for special inspections, including, but not limited to, field welding inspections, testing of fill compaction, and all other special testing as required.



1.4 INTERPRETATION OF CONTRACT DOCUMENTS

- A. If any person contemplating submitting a proposal for the proposed contract finds discrepancies in, or omission from, or is in doubt as to the true meaning of, any part of the form of contract documents, he may submit to the Project Manager a written request for an interpretation thereof to be received in the office of the Project Manager no later than **February 6, 2025 at 2:00 pm** local time. The person submitting the request will be responsible for its delivery prior to the time of closing.
- B. Any official interpretation of the drawings, specifications, and conditions of the contract or forms of contract documents will be made only by subsequent addenda issued by the Project Manager. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.

1.5 DESIGN REVIEW MEETINGS

- A. The Project Manager shall schedule Project Design Review meetings, which the DBC shall attend for the purpose of ensuring that the design as it develops will meet the Owner's needs. The first meeting shall be at the issuance of the Notice to Proceed (Design). The second meeting shall be at the completion of the Schematic Design Development Phase. The third meeting shall be at the 50% Construction Document Phase. The final Design Review meeting shall be at the 100% Construction Document Phase.

1.6 SPECIFIED PRODUCTS AND SUBSTITUTIONS

- A. Proposals must be based upon the use of items and manufacturers named in the specifications, or approved equals issued by addenda during the Design/Build period. In certain cases, specific items and manufacturers have been named because of operational or maintenance considerations or ability to meet the requirements. Approval of equals or substitutions must not be assumed.
- B. If a prospective proposer 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 Project Manager no later than **January 29, 2025, 2:00 pm**. The person requesting the substitution will be responsible for delivery of the substitution request form prior to the time of closing. **Emailed transmitted Substitution Request Forms will be accepted at josh.whitaker@hmkco.org**
- C. Approval of substitution requests will be made only by addenda issued by the Project Manager during the proposal period. The Owner will not be responsible for any other approval of a particular manufacturer's materials.

1.7 GENERAL STATUTORY PROVISIONS CONCERNING PUBLIC CONTRACTS

- A. In accordance with the provisions of Oregon Revised Statutes (ORS) 279C.505, it is agreed that the DBC 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 DBC 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 Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- B. Pursuant to ORS 279C.515, it is agreed that if the DBC fails, neglects or refuses to make prompt payment on any claim for labor or services furnished to the DBC by any persons in connection with this agreement as such claim becomes due, the proper officer or 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 DBC. 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 DBC for more than ten (10) 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 Work performed on Saturdays and legal holidays and:
 - 1. For all overtime in excess of eight (8) hours in any one (1) day or forty (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 in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday.
- D. Pursuant to ORS 279C.525 the DBC shall comply with the provisions of all federal, state and local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the project.
- E. Pursuant to ORS 279C.530, it is an express condition of this agreement that the DBC shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of such DBC, of all sums that the contractor agrees to pay for the services and all moneys and sums that the DBC 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 services.
- F. The hourly rate of wage to be paid by the DBC (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 00830-BOLI Wage Rate Requirements.
- G. Pursuant to the Oregon Safe Employment Act, ORS 654.001 to 654.295, 654.750 to 654.780 and 654.991, and to OAR Chapter 437, Divisions 1, 2 and 3, the DBC shall comply with the following conditions under any contract to provide the District with goods or services:
 - 1. DBC's and their employees shall comply with the requirements of the above cited Laws, Rules, Policies and Regulations
 - 2. The DBC 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 DBC 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 sub-contractors bring upon school property, and upon request, provide the District with M.S.D.S. for such chemicals

- H. Each bid shall identify whether the proposer is an Oregon resident, as defined in ORS 279A.120.

1.9 EXECUTION OF THE REQUEST FOR QUALIFICATIONS

The Request for Qualifications shall be used as a Pass/Fail test to determine if the proposer is qualified to submit for this Design/Build project.

- B. Submit in a separate envelope qualifications as described in 00011.IV.B.1

1.10 SUBMISSION OF PROPOSAL

- A. The bid proposal shall be emailed to Josh Whitaker, Project Manager, at josh.whitaker@hmkco.org, the subject line should be as follows: SCHOOL DISTRICT –PROJECT NAME BID DOCUMENT
- B. Proposals will be received up to **2:00 PM** local time, **February 6, 2025** at the email listed above.
- C. Bids shall be considered late if received any time after 2:00 PM Local time on February 6, 2025. Bids received after the specified time shall be rejected. It is the responsibility of the Contractor to ensure that bids have been received by contacting **Josh Whitaker, Project Manager, at 541-601-3638.**
- D. Any proposal submitted after the scheduled closing time will be returned to the proposer unopened.

1.11 OPENING OF PROPOSALS

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

1.12 DURATION OF PROPOSAL PROPOSALS

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

1.13 CONTRACT AND BOND

- A. Within ten (10) days after receipt of Notice to Proceed (construction), any DBC to whom a contract is awarded shall execute a formal written contract and shall furnish corporate surety bonds with surety company satisfactory to the District in an amount



equal to the full contract sum Guaranteed Maximum Price 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 DBC 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 proposal bond of the DBC with whom a contract is entered into will be returned when said contract has been properly executed by the DBC and said performance and payment bond, properly executed, has been delivered to and accepted by the District. The cashiers check or proposal bond to each DBC who was not awarded a contract will be returned promptly after the contract and bond of the successful DBC, properly executed, has been delivered to and accepted by the District.
- C. Any proposer 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 proposer whether by a single action or by successive actions, shall not operate to release any defaulting proposer from said liability. The parties agree that the cashiers check or proposal 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 proposer and the full amount will be forfeited as liquidated damages and will not constitute a penalty. In the event any 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 proposer's default.

1.14 SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

- A. Substantial Completion shall occur at **5:00 PM local time on September 30, 2025.**
- B. Should the building not be ready for occupancy by the time and date listed above, liquidated damages to be paid by the DBC 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.

1.15 DISTRICT PERSONNEL EXCLUDED FROM THE CONTRACT

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

1.16 RESERVATIONS

- A. The Board of Directors of Ashland School District expressly reserves the following rights:
 - 1. To reject all proposals.
 - 2. To waive any or all irregularities in proposals submitted.
 - 3. To consider the responsibility and competency of the DBC in making any award.



4. To reject any proposal not in compliance with the prescribed proposal procedures and requirements.
5. To reject any proposal not meeting the specifications set forth herein.
6. In the event any DBC 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 DBC.

1.17 ACCEPTANCE OF CONDITIONS

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

1.18 INTERPRETATION UPON CONTRACT DOCUMENTS

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

1.19 EQUAL EMPLOYMENT

- A. The DBC shall comply with the provisions of Executive Order 11246 (30 F.R. 12,319) regarding Equal Employment Opportunity, if said Executive Order 11246 is applicable to the Work.

1.20 IMMIGRATION REFORM AND CONTROL ACT

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

1.21 CRIMINAL HISTORY CHECK / PHOTO ID

- A. It is the responsibility of the Contractor to submit the names of all Contractor employees and all Subcontractor employees who will be on the job site for more than one day. These employees shall fill out a criminal history form provided by the District and the Contractor must submit the completed forms to HMK Company (HMKCO). Criminal history checks will be run through the Oregon State Police as provided for in ORS 326.603. The District shall bear the cost of processing such Criminal history checks.

1. Through the signature on the criminal history form, authorization is also given to HMK Company and its representative to investigate this information. Further, with this signature, consent is given to all governmental agencies, public or private companies and individuals to release information regarding the individual to the HMK Company and to their representative. The District shall bear the cost of processing such Criminal history checks.

- B. In accordance with ORS 326.603(8) the District is required to terminate the employment or contract status of any individual who refuses to consent to a criminal history check or to be fingerprinted or falsely swears to the non-conviction of any

crime.



- C. In accordance with ORS 326.603(7)(a) no individual found to have been convicted of any crime listed in ORS 342.143 or of an attempt to commit one of the listed crimes shall be allowed to work on any District site.
 - 1. It is vital that employees are instructed to accurately complete criminal history forms. Crimes listed in ORS 342.143 which automatically bar an individual from employment with or contracting with the District are primarily crimes of violence, crimes against children, and sex related crimes. However, falsely swearing that you have not been convicted of a crime obligates the District to terminate employment or contract status even if the crime is not listed in ORS 342.143.
- D. No Employee shall have direct contact with students.
- E. All employees working on site for more than one day shall wear a Name and Photo Identification Badge. Any employee on site for less than one day shall wear a visitor badge. Badges shall be the responsibility of the Contractor to provide. Badge shall state the Greater Albany Public Schools, name of the project, employee name, and company they represent.

1.22 TOBACCO FREE SCHOOLS

- A. All bidders shall comply with OAR 581.021.0110 and ORS 326.051 regarding Tobacco Use on School 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-school hours.
 - 1. In any building, facility; or
 - 2. On school grounds, athletic grounds, or parking lots.

END OF SECTION



DESIGN-BUILD AGREEMENT

INTRODUCTION

THIS AGREEMENT IS BETWEEN:

OWNER: Ashland School District
885 Siskiyou Blvd
Ashland, OR 97502
Phone: 541-482-2811

And

Design-Build Contractor: Contractor
Name, Title
Address
City, State Zip
Phone:
Fax:
E-mail:

The Project is: Ashland School District
Direct Digital Controls Project

Design-Build Contractor's Representative is: Name, Title

Owner's Representative is: HMK Company
Attn: David McKay, Principal in Charge
PO Box 3223
Salem, OR 97302
Phone: (971) 304-0710

- A. GUARANTEED MAXIMUM PRICE:
- B. SCHEMATIC DESIGN FEE:
- C. PROPOSAL ALTERNATE ONE:
- D. MAXIMUM CONTRACT PRICE ("A"+"B"+"C"):



RECITALS

WHEREAS, Owner has property located in Ashland School District, Oregon, and wishes to construct the following:

Construction of a Design and installation of a fully integrated controls system including all necessary instruments for 5 separate buildings (C, D, F, G and J) on the Ashland High School campus. Qualified bidder shall provide engineering, installation, calibration, commissioning, acceptance testing assistance, software programming, and checkout for complete and fully operational DDC.

Owners' minimum requirements have been set forth in Division 0-33 contained in the RFP/RFQ Documents and Performance Drawings. The proposal is to include: all associated accessories including but not limited to flashing, trim and closures; doors and frames including hardware; framed openings designed to accept specified windows; cabinetry, finishes; gutters and downspouts; installation of electrical service, lighting, telecommunications, water, gas and sewer service as indicated in the proposal documents; installation of plumbing fixtures, domestic water distribution piping and water heating systems; installation of gas heating equipment, fans ductwork and diffusers/grills and cooling systems as an alternate and controls for HVAC equipment; site work including clearing, grading, paving and installation of utilities.

WHEREAS, Owner has developed certain Design-Build Criteria, a Scope of Work, and other specifications for the Project, and requires design and construction the following:

Construction of a Design and installation of a fully integrated controls system including all necessary instruments for 5 separate buildings (C, D, F, G and J) on the Ashland High School campus. Qualified bidder shall provide engineering, installation, calibration, commissioning, acceptance testing assistance, software programming, and checkout for complete and fully operational DDC.

Owners' minimum requirements have been set forth in Division 0-33 contained in the RFP/RFQ Documents and Performance Drawings. The proposal is to include: all associated accessories including but not limited to flashing, trim and closures; doors and frames including hardware; framed openings designed to accept specified windows; cabinetry, finishes; gutters and downspouts; installation of electrical service, lighting, telecommunications, water, gas and sewer service as indicated in the proposal documents; installation of plumbing fixtures, domestic water distribution piping and water heating systems; installation of gas heating equipment, fans ductwork and diffusers/grills and cooling systems as an alternate and controls for HVAC equipment; site work including clearing, grading, paving and installation of utilities; and landscaping and lawn installation including planting of trees and shrubbery and installation of lawn (no irrigation system) around the building in conformance with the Design-Build Criteria and Scope of Work as part of the Project; and

WHEREAS, Owner requires final completion of the Project and full and unrestricted use and occupation of the Facility and grounds within no later than 5:00 PM PST, DATE.

WHEREAS, Owner requires a Design-Build Contractor (DBC) to perform all design and construction work necessary for completion of the Project within the time specified and in accordance with Owner's design and performance requirements and other terms and conditions of the Contract described herein; and

WHEREAS, the Design-Build Contractor (DBC) is prepared to complete such work within the time allotted and under the terms and conditions set forth in the Contract described herein;

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration described herein, Owner and the DBC (collectively the "Parties") agree as follows:



AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

1.1 Incorporation of Recitals. The foregoing Recitals are incorporated herein as additional promises, representations and warranties of the Parties as though set forth fully herein.

1.2 Contract and Contract Documents. The agreement between the Parties pertaining to the Project (the "Contract") consists of this document entitled "Design-Build Agreement" and sometimes referred to as "the Agreement," and the documents listed in Article 15, together with such Change Orders as the Parties may execute hereafter (the "Contract Documents"), all of which are incorporated herein by this reference and made a part hereof for all purposes.

1.3 This Contract is intended to reflect the entire understanding of the Parties as to their respective rights and responsibilities concerning the subject matter hereof. There are no understandings, agreements, representations or inducements, oral or written, not incorporated herein. The Contract shall become effective on the date on which every Party has signed this Design-Build Agreement (the "Effective Date").

1.4 Defined Terms. Unless defined in this Section 1.4 or elsewhere in the body of this Design-Build Agreement, capitalized terms in the Contract Documents shall have the meaning set forth in Section A.1 of the General Conditions.

- 1.4.1** "Allowances" shall mean the allowance amounts shown in the Supporting Documents, together with such further allowances as may be developed by the parties as the Project progresses.
- 1.4.2** "Authority" or "Authorities" means a government or quasi-governmental unit(s) or political subdivision(s) having jurisdiction over the Project, the Site, or the Work.
- 1.4.3** "Construction Documents" means the Plans and Specifications describing the requirements for construction of the Project, all of which must comply with the Design-Build Criteria and applicable Legal Requirements.
- 1.4.4** "Construction Services" means all services identified in Section 2.3 of this Agreement, as more fully described in the Design-Build Criteria and elsewhere in the Contract Documents.
- 1.4.5** "Consultants" mean individuals performing design and professional services for the Design-Build Contractor on the Project with the approval of Owner.
- 1.4.6** "Contract Time" means the amount of time allowed under the Contract to complete the Work or any portion of the Work, calculated from the date of issuance of the Notice to Proceed (Design), and established in the Project Schedule.
- 1.4.7** "Design-Build Agreement" or "Agreement" means this document entitled, "Design-Build Agreement," excluding exhibits and material incorporated herein by reference.
- 1.4.8** "Design-Build Contractor" or "DBC" is named above and means the "Contractor" wherever that term is used in the Contract Documents.
- 1.4.9** "Design-Build Contractor's Representative" or "DBC Representative" means the individual identified in writing by the Design-Build Contractor to act on behalf of the



Design-Build Contractor for this Project, and to give and receive all notices and communications required under the Contract.

- 1.4.10 “Design-Build Criteria”** means the Project Specifications – Owner’s Minimum Requirements in the Request for Proposals.
- 1.4.11 “Design Services”** means all services identified in Section 2.2 of this Design-Build Agreement, as more fully described in the Design-Build Criteria and elsewhere in the Contract Documents.
- 1.4.12 “Early Work”** shall mean Construction Services authorized by Change Order that the parties agree should be performed in advance of Owner’s final approval of the Schematic Design Work Product. Permissible Early Work shall be limited to: early procurement of materials and supplies, early release of bid or proposal packages for site development and related activities; and any other advance work related to critical components of the Project for which performance prior to Owner’s final approval of the Schematic Design Work Product will materially affect the critical path schedule of the Project.
- 1.4.13 “Early Work Change Order”** shall mean a Change Order executed by and between the parties to authorize Early Work.
- 1.4.14 “General Conditions”** means the General Conditions Section 00600, as modified and included in the Contract Documents. Any reference in the General Conditions to “State of Oregon” or “State” as the Owner of the Project or as the public contracting entity shall be deemed to refer to Ashland School District.
- 1.4.15 “General Contractor”** means the entity responsible for performing and managing the Construction Services for the Design-Build Contractor.
- 1.4.16 “Guaranteed Maximum Price” or “GMP”** is the amount stated above labeled as such and means the total price for the construction portion of the Project including 1) the cost to complete Construction Documents (final design) beyond Schematic design; 2) the total actual cost to construct the Project; and 3) a contingency amount that the DBC believes should be available to cover changes.
- 1.4.17 “Legal Requirements” or “Law”** means all applicable Federal, State and local laws, codes, ordinances, rules, regulations, orders, permits, and decrees of any government or quasi-governmental unit or political subdivision having jurisdiction over the Project, the Site, or the Work.
- 1.4.18 “Notice to Proceed (Construction)”** means the Owner’s written directive to the DBC to proceed with Construction Services (other than those authorized by an Early Work Change Order).
- 1.4.19 “Notice to Proceed (Design)”** means the Owner’s written directive to the DBC to initiate the Schematic Design Phase and to perform those Design Services necessary to prepare and produce the Schematic Design Work Product
- 1.4.20 “Owner”** means the Ashland School District.
- 1.4.21 “Owner’s Representative” or “HMK COMPANY”** means Harlan McKay Company LLC. Notwithstanding any other term or provision in any of the Contract Documents, HMK Company shall perform all functions and obligations ascribed to an Architect or



Engineer by the Contract Documents when such Architect or Engineer would be retained directly by the Owner, other than those functions and obligations which comprise the practice of architecture according to ORS Chapter 671, the practice of engineering according to ORS Chapter 672, or any other regulated services. HMK Company is not a licensed architect or a registered engineer, and nothing herein or in any of the Contract Documents shall be deemed to require or allow HMK Company to provide or perform any regulated architecture, engineering or other regulated service. Also, nothing in this provision relieves the DBC of the obligation to retain appropriate Consultants to perform Design Services in connection with the Project Subject to those limitations, the terms “Architect” and “Engineer” as used in the Contract Documents shall be deemed to be amended automatically to read “Owner’s Representative.”

- 1.4.22** “**Project Site**” or “**Site**” means the geographical dimensions of the real property within the boundaries of which the Work is to be performed; including designated contiguous staging areas, if any.
- 1.4.23** “**Project Specifications**” means the specifications which are included in the Design-Build Criteria, together with all specifications developed subsequently by DBC and approved by Owner.
- 1.4.24** “**Proposal**” means the DBC’s offer to perform Services in response to the RFP.
- 1.4.25** “**Record Documents**” mean the As-Built Plans, Specifications, product data, samples, shop drawings, Change Orders, and other documents listed in the RFP.
- 1.4.26** “**Request for Proposals**” or “**RFP**” means the document issued by Owner entitled “Request for Qualifications and Request for Proposals” for the Project, DATE.
- 1.4.27** “**Schematic Design**” means the preliminary design development to be used as the basis for the Schematic Design Work Product to be provided by DBC to Owner pursuant to Section 5.3 of this Design Build Agreement.
- 1.4.28** “**Schematic Design Fee**” is the amount stated above labeled as such, which is a maximum and not a fixed fee, and is defined in Section 5.2 of this Agreement.
- 1.4.29** “**Schematic Design Phase**” means the period of time between issuance of the Notice to Proceed (Design) and the Notice to Proceed (Construction) during which the DBC shall perform all Schematic Design Services.
- 1.4.30** “**Schematic Design Work Product**” means the written submission to Owner by DBC, including the Supporting Documents, in accordance with Section 5.3 of this Agreement.
- 1.4.31** “**Scope of Work**” includes the Design-Build Criteria, and all Work reasonably inferable there from. When DBC is developing the Schematic Design Work Product and the Construction Documents, DBC shall conform the Schematic Design Work Product and the Construction Documents with the concepts outlined in the Scope of Work.
- 1.4.32** “**Services**” means all Work required to be performed under the Contract, portions of which are sometimes herein designated as either “Design Services” or “Construction Services.”



- 1.4.33 “Supporting Documents” is defined in Section 5.3 of this Agreement.
- 1.4.34 “Value Engineering” means alterations in design, materials, methods, finishes, or techniques jointly agreed upon by Owner and the Design-Build Contractor regarding the design or construction of the Project and resulting in cost savings, improved efficiency, or sustainability.

ARTICLE 2

DESIGN AND CONSTRUCTION SERVICES

- 2.1 **General Standards for the Work.** Concerning the general standards and terms of performance for all Design Services identified in Section 2.2 of this Design-Build Agreement and all Construction

Services identified in Section 2.3 of this Design-Build Agreement, the Parties agree as follows:

- 2.1.1 All Services constituting the practice of architecture shall be provided by a duly qualified and Oregon-licensed architect either employed by the Design-Build Contractor or hired by the Design-Build Contractor to act as a Consultant. All Services, if any, constituting the practice of engineering shall be provided by a duly-qualified and Oregon-registered engineer either employed by the Design-Build Contractor or hired by the Design-Build Contractor to act as a Consultant. Because the expertise of the Design-Build Contractor’s designated architect and engineer was a material factor in Owner’s selection of the Design-Build Contractor, the Design-Build Contractor agrees that it shall not substitute its architect or engineer without Owner’s prior written consent. The Design-Build Contractor also agrees to support Owner’s efforts to create a collaborative and cooperative team between the Design-Build Contractor, its design professionals and Consultants, and Owner’s Representative. The Design-Build Contractor, however, shall remain solely liable to Owner for proper completion and timely delivery of all Design Services required under the Contract.
- 2.1.2 The Design-Build Contractor shall provide and perform all Design Services and all Construction Services in good faith and as expeditiously as is consistent with the highest professional skill, care and the orderly progress of the Work.
- 2.1.3 Within seven (7) Days of issuance of Notice to Proceed (Design), the Design-Build Contractor shall submit for Owner’s approval the detailed and finalized schedule for the performance of Design Services (the “Design Schedule”), which shall include allowances for periods of time required for Owner’s review and for approval of submittals by the Authorities. Once Owner has accepted it, the Design-Build Contractor shall not exceed the time limits established in the Design Schedule.

Within seven (7) Days after Owner accepts the Design Schedule, the Design-Build Contractor shall submit for Owner’s review the detailed and finalized schedule for the performance of the Construction Services (the “Construction Schedule”). Once Owner has accepted it, the Design-Build Contractor shall not exceed the time limits established in the Construction Schedule. (The Design and Construction Schedules are collectively referred to hereafter from time to time as the “Project Schedule”). Both the Design Schedule and the Construction Schedule shall become Contract Documents and shall automatically be incorporated into the Contract upon their acceptance by Owner.

- 2.1.4 The Design-Build Contractor’s Representative shall be reasonably available to Owner’s Representative for the duration of the Project and shall have the expertise and



experience required to supervise the Work. The Design-Build Contractor's Representative shall communicate regularly with Owner's Representative and shall have the authority to act on behalf of the Design-Build Contractor in all things relating to performance of the Contract. The Design-Build Contractor's Representative may not be replaced prior to Contract completion without Owner's prior written consent.

2.1.5 Within seven (7) Days of execution of the Contract, Owner and the Design-Build Contractor will hold a pre-design conference to review Owner's requirements, the Contract Documents, and conditions affecting the Work. The conference will also cover:

1. The roles of the personnel for the Owner, architects, engineers, Consultants and General Contractor,
2. The procedures to be followed for handling the administrative details, including applications for payment,
3. The procedures to be followed for resolving design questions, scheduling reviews, and communicating approvals,
4. The Project Schedule,
5. Confirmation of the scope of Services outlined in the Contract Documents, and
6. Such other matters as the Parties may wish to address. The location for the pre-design conference will be at a place designated by the Owner.

2.1.6 Subsequent to the pre-design conference, the Design-Build Contractor shall meet with the Owner at least once each week for the duration of the Contract, to participate in progress meetings to discuss:

1. The Project Schedule,
2. Design and construction questions, concerns and comments,
3. Document submittal status,
4. Design, construction and as-built drawings and record documents, and
5. Any and all questions that arise.

2.1.7 At the progress meetings, the Design-Build Contractor shall be prepared to discuss the progress of the Work, including the following:

1. Whether the Work is proceeding according to the Project Schedule;
2. Whether any discrepancies, conflicts, or ambiguities exist among the Contract Documents, or within any particular Contract Document, that require resolution;
3. All safety issues relating to the Project;
4. Any other matter that requires resolution to ensure timely and cost-effective completion of the Work. At least four working days prior to the scheduled meeting, the Design-Build Contractor shall submit to Owner a comprehensive list of:



- a. matters that require resolution,
- b. matters that require Owner's approval, and
- c. proposed deviations from the Project Schedule, if any, together with reasons or causes therefor, and
- d. proposed issues of value engineering or deviation from the Design-Build Criteria.

2.1.8 The Owner's review or approval of, and response to, any of the matters presented at Owner/Design-Build Contractor meetings shall not relieve the Design-Build Contractor of its sole responsibility for design or of its obligation to complete the Work within the Contract Time and within the interim deadlines established in the Project Schedule, and shall not be construed as relieving the Design-Build Contractor of its complete and exclusive control over the means, methods, and sequences for work execution.

2.2 Design Services. The Design-Build Contractor agrees to provide all Design Services necessary to enable the Design-Build Contractor to complete the Work in accordance with the Contract Documents and the following standards, and in compliance with the following requirements:

2.2.1 The Construction Documents: The Design-Build Contractor shall provide such additional Specifications as may be necessary that comply with and implement the Design-Build Criteria and Legal Requirements, and shall provide Plans based on the approved Schematic Design Work Product, which shall set forth all details necessary for construction of the Project and ancillary structures, and location and installation of utilities on the Project Site, including but not limited to the architectural, structural, mechanical and electrical details. The Design-Build Contractor shall be deemed to have complete control over and charge of acts or omissions of the design professionals, Consultants, the construction contractors, subcontractors, and their agents or employees, and of all other persons performing portions of the Construction Services.

- (a) The Design-Build Contractor shall provide Owner with catalog cuts of all specified materials, product data, shop drawings, samples, manufacturers' test certifications, warranties and such other documentation as may be necessary to confirm compliance of the materials proposed for incorporation into the Project with the Contract Documents and all Legal Requirements. Any deviation from the specified materials and/or manufacturers requires the submission to and approval by Owner.
- (b) After review and approval of the Schematic Design Work Product by Owner and issuance of the Notice to Proceed (Construction) by Owner, the Design-Build Contractor shall continue with preparation of the Construction Documents, including final Specifications for all Work, and shall incorporate into the Construction Documents the comments and any modifications or changes desired by Owner, and any modifications required for compliance with all Legal Requirements and the Design-Build Criteria. The resulting final Construction Document submittal is to be a complete, fully coordinated, integrated package, without any significant addenda or further clarifications required. All submittals shall be made in accordance with timelines established in the Project Schedule.
- (c) The Design-Build Contractor shall provide Owner with an analysis of Legal Requirements, including a code analysis pertaining to the Project, by the date



established in the Design Schedule.

- (d) The Design-Build Contractor shall provide Owner with copies of Construction Documents as they are completed during construction, as well as the Record Drawings following completion of construction.

2.2.2 The Design-Build Contractor shall provide professional services, which constitute the practice of architecture and engineering. Such services include the following:

- (a) In consultation with Owner, and in compliance with the Design-Build Criteria, identification of applicable building codes, administrative, and permit processing requirements relevant to the Project.
- (b) In consultation with Owner, evaluate the Design-Build Criteria and, with appropriate data and graphics, propose a series of improvements, if any, deemed necessary and desirable to satisfy the Design-Build Criteria, including space needs, budget, availability and adequacy of utilities, effect of codes and ordinances, safety and energy requirements, handicapped access to all spaces, etc.
- (c) Development of Schematic Design documents for Owner's approval;
- (d) Submission to Owner the following documents, information and other data:
 - (1) A Design Schedule delineating the schedule for development, submittal, review, and approval of all phases of design development documents and the Construction Documents;
 - (2) Recommendations by Consultants (structural, mechanical, electrical) of the technical requirements necessary to implement the revised Project Specifications and Design-Build Criteria and to comply with all Laws;
 - (3) Preliminary plans, elevations, and other drawings necessary to describe the entire scope of the Project.
- (e) Preparation of Plans to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, acoustical, voice data and security systems, and electrical systems, materials and appearances, and such other essentials as may be applicable to the Project or required by or for compliance with governing codes and ordinances and other Laws; and
- (f) Assurance that the Project complies with the Americans with Disabilities Act Accessibility Guidelines (ADAAG), latest version, as interpreted and required by the City of School District is in or appropriate local jurisdiction during the permit process.

2.2.3 During development of the Schematic Design Work Product and prior to final approval of such documents, the Design-Build Contractor and Owner will collaborate on identifying, evaluating and implementing Value Engineering options that will have the effect of making the Project more cost-effective, efficient, or sustainable for Owner. Approval of the Schematic Design Work Product and finalization of Construction Documents shall not preclude further identification and implementation by the Design-Build Contractor and Owner of additional Value Engineering options during construction.



- 2.3 Construction Services—General.** Upon completion and approval of the Design Services applicable to each portion of the Project, the Design-Build Contractor shall perform the Construction Services, including installation of all utilities, described in the Contract Documents. The Design-Build Contractor shall provide all necessary Construction Services, permits, labor, equipment, tools, materials, and incidentals necessary to furnish to Owner a complete, Design and installation of a fully integrated controls system including all necessary instruments for 5 separate buildings (C, D, F, G and J) on the Ashland High School campus. Qualified bidder shall provide engineering, installation, calibration, commissioning, acceptance testing assistance, software programming, and checkout for complete and fully operational DDC.
- 2.3.1** The Design-Build Contractor shall have complete control over and charge of, and shall be solely responsible for, construction means, methods, techniques, sequences and procedures, and for development and implementation of all safety procedures and a safety program in connection with the Work. The Design-Build Contractor shall be responsible for maintaining the Construction Schedule and for any failure to carry out the Work in accordance with the Contract Documents. The Design-Build Contractor shall be deemed to have complete control over and charge of acts or omissions of the design professionals, Consultants, the construction contractors, subcontractors, and their agents or employees, and of all other persons performing portions of the Construction Services.
- 2.3.2** The Design-Build Contractor's responsibility to provide the Construction Services under the Contract commences with the issuance of the Notice to Proceed (Construction) and terminates upon the Design-Build Contractor's completion of all obligations set forth in the Contract, including those post-construction responsibilities enumerated in the RFP and in Section K of the General Conditions.
- 2.3.2** The Design-Build Contractor shall supervise and administer all construction activities in performance of the Work.
- 2.3.3** The Design-Build Contractor's duties, responsibilities and scope of authority as set forth in the Contract cannot be modified except by written Change Order executed by the Parties hereto, and including all required approvals by Owner's board, if any.
- 2.3.4** Except as may be otherwise provided in the Contract Documents, Owner shall direct all its communications to the DBC regarding Construction Services through the DBC's Representative.
- 2.3.5** At its own expense, the DBC shall correct Construction Services which do not conform to the Design-Build Criteria, Construction Documents, or Legal Requirements.
- 2.3.6** The DBC warrants to Owner that materials and equipment incorporated in the Work, and all Work performed in furtherance of the Construction Services will be of good quality, free from faults and defects, and in conformance with the Contract Documents.
- 2.3.7** The DBC shall comply with all Laws relating to the Project, including but not limited to ORS 455.010 through ORS 455.897, as amended, and rules adopted pursuant to those statutes.
- 2.3.8** The DBC shall keep the Project Site free from accumulation of waste materials or rubbish caused by the DBC's operations. At the completion of the Construction Services, the DBC shall remove from and about the Project Site all of the DBC's tools, construction equipment, machinery, surplus materials, waste materials and rubbish.
- 2.3.9** The DBC shall prepare Change Order Proposals for Owner's approval and execution, and shall obtain Owner's written approval, in the form of a Change Order or Owner's



directive for any changes, whether minor or material, in the design or construction of the Project after the Construction Documents have been approved.

- 2.3.10** The Record Documents shall be delivered to Owner on compact disk and in paper format upon completion of the Construction Services and as a condition to final payment. The DBC acknowledges that it bears sole responsibility to Owner for the accuracy of the information upon which the Record Documents are based.
- 2.3.11** In addition to constituting a "public improvement," the Project construction shall be deemed a "public works" project for the purposes of the prevailing wage rate laws set forth at ORS 279C.800 through 279C.870. As required by ORS 279C.830(1)(c), all workers on the Project shall be paid not less than the specified minimum hourly rate of wage. A copy of the Oregon Bureau of Labor's current listings applicable to the Project of the prevailing rates of wage for the areas where Work will be performed have been provided to the DBC and are incorporated herein by this reference. The DBC shall pay to the Commissioner of the Bureau of Labor and Industries the fee required by ORS 279C.800 to ORS 279C.870 in compliance with ORS 279C.825 as more particularly described in Section C of the General Conditions.
- 2.3.12** The DBC shall take reasonable precautions to ensure the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- 1) employees of Owner, employees of the Design-Build Contractor, and other persons who may be present on the Project Site or in a position to be affected by construction activities;
 - 2) the Project Site, and all materials and equipment to be incorporated into the Project; and
 - 3) other property at or adjacent to the Project Site.
- 2.1.13** The DBC shall be liable for injury to persons and damage or loss to property caused by the negligence, gross negligence, recklessness, willful, intentional, or otherwise wrongful acts or omissions of the DBC, anyone directly or indirectly employed by the DBC, its Consultants, subcontractors, and agents, in performance of both Design and Construction Services under the Contract. This subparagraph shall in no way affect the applicability or diminish the scope of coverage of the bonds and insurance required under Subsections G.2 and G.3 of the General Conditions or Article 10 of this Agreement or diminish the scope or allocation of responsibility or the indemnity provided for under Subsection G.1 of the General Conditions.
- 2.3.14** In addition to the requirements of Section B.3 of the Supplemental General Conditions, the DBC shall include language in all subcontracts that the "General Conditions and Supplemental General Conditions, to the extent not inconsistent with the Design-Build Agreement, shall apply to the work of the subcontractor."
- 2.3.15 Construction Documents.** Upon notification of Owner's approval of the Schematic Design Work Product and upon the issuance of the Notice to Proceed (Construction), the DBC, in compliance with the Design-Build Criteria and Legal Requirements, shall prepare the Construction Documents that:
- 2.3.16** Comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) latest version, as interpreted and required by the City of City school district is in or appropriate local jurisdiction during the permit process;



- 2.3.17 Comply with all applicable Laws; and
- 2.3.18 Set forth the specific requirements for construction of the Project, including, but not limited to, descriptions of materials and equipment, methods of installation, standards of workmanship and, in the appropriate section of the Specifications, a complete listing of all warranties.

2.4 Construction Services Responsibility-Specific Construction Services. Upon issuance of the Notice to Proceed (Construction), the Design-Build Contractor shall:

- 2.4.1 Attend a pre-construction conference at a site to be determined by Owner;
- 2.4.2 Provide general administration of the Construction Services;
- 2.4.3 Upon completion of the Construction Services, and at no additional cost to Owner, update CAD drawings - compatible with most current AutoCAD version, along with one set of full-size bond copy and 1 half-size bond set. Full size copy of drawings will be similar in size to the Construction Documents, but in no event larger than 30" x 40", reflecting significant changes in the Construction Services made during construction based on marked-up prints, drawings and other data obtained by the DBC; and
- 2.4.4 Perform all other Construction Services otherwise specified in the Contract.

2.5 Reimbursement for Extra Design Services or Work. In addition to Construction Services Change Order Work paid for pursuant to other provisions of the Contract, Owner will reimburse the Design-Build Contractor for expenses associated with Design Services under the following circumstances, and no other:

- 2.5.1 Owner requests reproduction of documents in excess of the number required herein, reimbursement to be limited to the Design-Build Contractor's reproduction costs only.
- 2.5.2 Owner requests Design Services in excess of those identified or necessarily implied in the Contract Documents, but within the scope of the solicitation. Provided, however, Owner and the Design-Build Contractor must execute a Change Order and obtain all necessary approvals before such Work shall be performed, or any payments made.

ARTICLE 3

RELATIONSHIP AND ROLES OF THE PARTIES

3.1 Independent Contractor. The Design-Build Contractor is an independent contractor and not an officer, employee, or agent of Owner as those terms are used in ORS 30.265.

3.2 Owner's Representative. Owner's Representative is Owner's exclusive representative to the DBC with respect to the Contract, unless Owner designates another representative and notifies the DBC in writing of that designation. All communications from Owner to the DBC will be issued or made through Owner's Representative. Owner's Representative shall have the authority to establish procedures, consistent with the Contract, to be followed by the DBC and to call periodic conferences to be attended by the DBC throughout the term of the Contract. Owner's Representative shall have no authority to amend the Contract, however, outside the change order process that is set forth in Section C of the Supplemental General Conditions.

3.3 Design-Build Contractor's Representative. The DBC's Representative shall be the DBC's exclusive representative to Owner with respect to the Contract, unless the DBC designates another representative and notifies Owner in writing of that designation. Provided, the DBC's Representative shall



not be replaced during the Project without the written permission of Owner, which shall not be unreasonably withheld. All communications from the DBC to Owner will be issued or made through the DBC's Representative. The DBC's Representative shall have the authority to execute Change Orders on behalf of the DBC.

3.4 Design-Build Contractor's Key Personnel. The DBC's personnel, as identified in their Proposal, shall be considered unique, key personnel and shall not be replaced during the Project without the written permission of Owner, which shall not be unreasonably withheld. If the DBC intends to substitute key personnel, a request must be given to Owner at least 30 Days prior to the intended time of substitution. When Owner has approved replacements, the DBC shall provide a transition period of at least 15 working days during which the original and replacement personnel shall be working on the Project concurrently.

3.5 The Design-Build Contractor's Consultants. The DBC's Consultants identified in DBC's Proposal shall be considered unique and shall not be replaced during the Project without the written permission of Owner. If the DBC intends to substitute a Consultant, it must submit a request to Owner at least 30 Days prior to the intended time of substitution and include the identity of the proposed replacement. Owner shall be deemed to have consented to the employment of such Consultant unless Owner objects to the employment of such Consultant in writing within such 30-Day period; *provided that* if Owner subsequently discovers information which leads Owner to reasonably believe a Consultant selected by the DBC and approved by Owner is unqualified to perform the Work, the DBC shall replace such Consultant upon the request of Owner.

3.6 The DBC's Architect. If the DBC intends to substitute its architect, the DBC must submit a written request to Owner at least 30 Days prior to the intended date of substitution. Upon Owner's approval, the original and replacement architects shall work concurrently during a transition period of at least 10 working days. Owner has sole discretion to approve subsequent replacements.

ARTICLE 4

DATE OF COMMENCEMENT AND COMPLETION OF THE DESIGN SERVICES AND THE CONSTRUCTION SERVICES

4.1 Commencement of Services. The Design-Build Contractor shall commence the Work contemplated by the Contract upon complete execution of the Design-Build Agreement and receipt of Notice to Proceed (Design).

4.2 Completion of Project. The DBC will complete the Schematic Design Work Product and Construction Documents (the permit set) on or before the dates set therefor in the Project Schedule accepted by Owner. The DBC shall achieve Substantial Completion and Final Completion of the Construction Services by no later than the dates set therefor in the Project Schedule accepted by Owner.

4.3 Notices to Proceed. Owner will issue its Notice to Proceed (Design) at time of Contract execution. Owner will authorize the DBC's commencement of the Construction Services following the issuance of the Notice to Proceed (Construction) and after completion of Construction Documents sufficient to enable construction based thereon.

4.4 Time is of the Essence. All time limits stated in the Contract Documents are of the essence. No provision of the Contract shall preclude recovery of actual damages for delay by the DBC. It is agreed that any delay in the completion of the Project would cause the Owner to suffer substantial damages, but that those damages would be extremely difficult and impracticable to precisely compute, and therefore the parties have agreed that a reasonable measure of such damages is the sum of \$1,000.00 per Day, which sum the DBC will pay to the Owner for each Day of delay in achieving Substantial Completion of the Project that is not excused by an extension of time granted by the Owner under the provisions of this Contract. This amount is estimated by Owner and the DBC to be a reasonable approximation of the Owner's actual



damages in the event of a delay and is agreed to as liquidated damages and not as a penalty.

4.5 Time for Performance. This Design-Build Agreement shall take effect on the Effective Date and the DBC shall perform the Contract through Final Completion, in accordance with the Project Schedule.

ARTICLE 5

CONTRACT SUM AND GUARANTEED MAXIMUM PRICE

5.1 Contract Sum. If a Notice to Proceed (Construction) is issued, Owner shall pay the DBC, as payment for the Work, the "Contract Sum" which shall equal the sum of the Schematic Design Fee plus the actual Cost of the Work, but for this purpose the actual Cost of the Work shall not exceed the GMP. The "Cost of the Work" is defined in Article 7. Cost of the Work in excess of the GMP shall be paid by the DBC without reimbursement from Owner. Changes to the GMP shall only be authorized by Change Order that includes any necessary approvals by Owner, including any approvals by Owner's board.

5.2 Schematic Design Fee. The Schematic Design Fee shall be payable to DBC on a cost reimbursement basis up to a maximum sum of **AMOUNT 00/100 (\$XXX,XXX)** which shall cover constructability review, value engineering, cost estimating, identification of cost effective energy conservation measures, program refinement, schematic design development, and all other services necessary to develop the Schematic Design Work Product, as described in this Article 5. If the DBC's costs for provision of Design Services during the Schematic Design Phase exceed the maximum Schematic Design Fee, the DBC shall pay such additional cost without reimbursement. The DBC shall not be entitled to any DBC Fee upon the Schematic Design Fee. Owner shall pay the Schematic Design Fee on a cost-reimbursement basis with each application for payment up to the time the Notice to Proceed (Construction) is issued. No Schematic Design Fee or other fee, compensation or reimbursement for Schematic Design Services shall be payable to DBC after issuance of the Notice to Proceed (Construction).

5.3 The Schematic Design Work Product. Notwithstanding any other provision in this Design-Build Agreement or any of the Contract Documents, the GMP shall be the sum stated as the "GUARANTEED MAXIMUM PRICE" immediately after the designation of parties in the Introduction of this Agreement, unless an adjustment in the GMP is approved in writing by Owner as provided herein.

5.3.1 The DBC shall deliver to Owner all Supporting Documents and any proposed adjustment in the GMP (collectively "the Schematic Design Work Product") at the completion of the Schematic Design Phase. If any actual subcontract Offers are available at the completion of the Schematic Design Phase, the DBC shall include those subcontract Offers in the Schematic Design Work Product.

5.3.2 As the Plans and Specifications may not be developed to the stage of biddable design documents at the time the Schematic Design Work Product is prepared, the DBC shall provide, in the Schematic Design Work Product, for further development of the Plans and Specifications by the design team that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development shall not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

5.3.3 The DBC shall include with the Schematic Design Work Product a written statement of its basis (the "Supporting Documents"), which shall include:



- (a) A list of the Plans and Specifications, including all addenda thereto and the conditions of the Contract, which were used in preparation of the Schematic Design Work Product.
- (b) A list of Allowances and a statement of their basis.
- (c) A list of the clarifications and assumptions made by the DBC in the preparation of the Schematic Design Work Product to supplement the information contained in the Plans and Specifications.
- (d) Any proposed adjustment in the GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the associated fees that comprise the GMP including the proposed adjustment.
- (e) The Date of Substantial Completion, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

5.3.4 The DBC shall meet with the Owner to review the Schematic Design Work Product and the written statement of its basis. If the Owner discovers any inconsistencies or inaccuracies in the information presented, the Owner shall promptly notify the DBC, who shall make appropriate adjustments to the Schematic Design Work Product, its basis or both.

5.3.5 Prior to the Owner's acceptance of the DBC's Schematic Design Work Product and the issuance of the Notice to Proceed (Construction), the DBC shall not incur any cost to be reimbursed as part of the Cost of the Work, except as specifically provided in any Early Work Change Order.

5.3.6 The GMP shall include the DBC's contingency, a sum established by the DBC for the DBC's exclusive use to cover additional development of Plans and Specifications and unforeseen costs which are properly reimbursable as Cost of the Work but which are not the basis for a Change Order.

5.3.7 The DBC shall work with the Owner to identify and confirm components and systems not specifically shown but required for a complete, fully functional Project.

5.3.8 Notwithstanding the level of detail represented in the Supporting Documents, the DBC shall represent and warrant, at the time that it submits the Schematic Design Work Product that the GMP includes the entire cost of all components and systems required for a complete, fully functional facility.

5.3.11 In developing the Schematic Design Work Product, the DBC shall include and identify such contingencies within the GMP as may be necessary to pay for unforeseen elements that are required for a complete, fully functional facility.

5.4 Failure to Furnish an Acceptable Schematic Design Work Product. If the DBC does not furnish a Schematic Design Work Product acceptable to Owner, or if Owner determines at any time in its sole discretion that the Parties will fail to reach a timely agreement on a Schematic Design Work Product acceptable to Owner, Owner may terminate this Contract without liability, and the DBC shall not receive additional compensation beyond the Schematic Design Fee under this Contract and sums due under any Early Work Change Order. Termination under this provision shall proceed under Section J.5 of the General Conditions as a termination for Owner's convenience. The DBC further agrees that Owner shall not be liable for any damages whether actual, consequential or otherwise for termination of the Contract under this provision.

5.5 Renegotiation of GMP. If Owner is satisfied with the non-monetary aspects of the Schematic Design Work Product but believes that a deductive adjustment in the GMP is appropriate, Owner shall so



notify the DBC, and the DBC covenants to negotiate in good faith with Owner to attempt to reach agreement on an appropriate reduction in the GMP. If such agreement is achieved, the parties shall execute a Change Order confirming the reduced GMP and the Owner shall thereupon issue a Notice to Proceed (Construction). If the parties cannot agree on an adjustment to the GMP, Owner at its option may either issue a Notice to Proceed (Construction) based upon the unadjusted GMP or terminate this Contract in accordance with Section 5.4 above.

5.6 Acceptance of Schematic Design Work Product. Upon acceptance of the Schematic Design Work Product by Owner, Owner shall issue a Notice to Proceed (Construction).

5.7 Owner Savings. If the final Cost of the Work (as defined in Article 5.1), is less than the GMP, the savings shall be shared equally between the Owner and the DBC.

5.8 Reallocating Projected Cost Under-runs after Bid (Offer) Buyout. As soon as possible after the primary Subcontractors are selected for the work DBC shall review projected costs and provide the Owner with a buy-out status report showing any projected cost under-runs, reconciling accepted Offers and other reasonably anticipated costs, to the cost estimate used by the DBC to develop the Schematic Design Work Product. The DBC shall include with its report any underlying documentation requested by Owner used to develop or support such report. The DBC shall also consider the reduced risk associated with known subcontracting costs, and the impact that reduced risk has on the amount of the DBC's Contingency. The parties shall negotiate in good faith to execute a Change Order transferring an appropriate portion of any projected cost under-runs to an Owner-controlled contingency fund to be held within the GMP to pay for additional costs arising from

- (a) any Owner-directed or approved change to the Work,
- (b) schedule changes that would otherwise entitle the DBC to an increase in the GMP,
- (c) Allowance items after exhaustion of all Allowances,
- (d) selection by Owner of more expensive alternates than those used for development of the Schematic Design Work Product,
- (e) Owner selection of substitutions that increase the Cost of the Work, or
- (f) any other costs which otherwise would entitle the DBC to an increase in the GMP pursuant to Article 6.2. Any transfer of projected cost under-runs from the DBC's contingency to the Owner-controlled contingency fund will not affect the DBC's obligation to complete the Project within the GMP.

ARTICLE 6

CHANGES IN THE WORK

6.1 Price Adjustments. Adjustments to the GMP due to changes in the Work shall be determined in accordance with Section C.3.3 of the Supplemental General Conditions.

6.2 Adjustments to GMP. Adjustments to the GMP after issuance of the Notice to Proceed (Construction) may be made only

- (1) in the event of Scope Changes or
- (2) as otherwise expressly provided in this Contract, and then only in accordance with the following procedure:



- 6.2.1** The DBC shall review subsequent iterations of the Plans and Specifications as they are prepared to determine whether, in the opinion of the DBC, they result in a Scope Change so that it can be determined if an adjustment to the GMP is warranted.
- 6.2.2** Changes to the GMP shall be initiated by written notice by one party to the other ("GMP Change Request"). The DBC shall deliver any such GMP Change Request to the Owner's Authorized Representative within seven (7) calendar days after becoming aware of any Scope Change if, in the DBC's opinion, it constitutes grounds for adjustment of the GMP. Any GMP Change Request shall include a proposal as to the appropriate GMP adjustment with respect to the Scope Change at issue.
- 6.2.3** The DBC shall submit its GMP Change Requests as soon as possible, and the DBC shall not be entitled to claim a GMP increase unless the DBC submitted a GMP Change Request to Owner's Authorized Representative within the earlier of
- (a) seven (7) days after the DBC has received the information constituting the basis for the claim, or
 - (b) as to Work not yet bid or proposed, prior to submission of solicitations for such Work and as to Work already solicited, prior to commencement of the portion of the Work for which the DBC intends to claim a Scope Change; or
 - (c) in any event, prior to the DBC's signing of a Change Order for the Scope Change.
- 6.2.4** Owner may, at any time, submit a GMP Change Request requesting a reduction of the GMP, which shall include Owner's basis for such request, which may include, for example, reduction of the DBC's Contingency after further development of the Plans and Specifications that form the basis for the Schematic Design Work Product, or unused Allowances.
- 6.2.5** The DBC shall work with the Owner to reconcile all differences in the DBC's GMP Change Request within seven days from the date of submission of the GMP Change Request. "Reconciled" means that the DBC and the Owner have verified that their assumptions about the various categories are the same, and that identifies the reason for differences in the GMP Change Request and the Owner's position. The DBC shall submit the Reconciled GMP Change Request to Owner, which submission shall be a condition to any DBC claim for a GMP increase.
- 6.2.6** If the Reconciled GMP Change Request is not acceptable to Owner, the DBC agrees to work with the Owner to provide a GMP Change Request that is acceptable to Owner.
- 6.2.7** The DBC agrees to make all records, calculations, drawings and similar items relating to GMP Change Request available to Owner and to allow Owner access and opportunity to view such documents at DBC's offices. Upon Owner's reasonable notice, the DBC shall deliver two (2) copies of such documents to Owner at any regular meeting or at the Site.
- 6.2.8** GMP increases, if any, shall not exceed the increased Cost of the Work arising from the Scope Change (whether based on agreed fixed pricing, or the estimated Cost of the Work increase based on cost-reimbursable pricing), reconciled in accordance with the above provisions, as arising from the incident justifying the GMP increase, plus or minus the Design Build Fee applicable to such change in the Cost of the Work.
- 6.2.9** Except as provided in this Article 6.2, adjustments to the GMP shall be reconciled in accordance with Section C.3.3 of the Supplemental General Conditions.



6.3 Execution by Owner. Only the duly authorized personnel of the Owner have authority to execute Change Orders.

ARTICLE 7

COST OF THE WORK (To be reimbursed)

7.1 Cost of the Work. The term "Cost of the Work" shall mean the following costs. The Cost of the Work shall include only those items necessarily and reasonably incurred by the DBC in the proper performance of the Work and specifically identified in this Article 7, and only to the extent that they are directly related to the Project.

7.2 Labor Costs.

7.2.1 Wages of construction workers directly employed by the DBC to perform the construction of the Work at the site.

7.2.2 Wages and salaries of the DBC's supervisory and administrative personnel

(1) stationed at the site, or

(2) engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work with Owner, or otherwise engaged and off the site when specifically related to the Project, in each case under this clause; and

(3) only with Owner's prior written approval, and only for that portion of their time directly required for the Work.

7.2.3 Fringe benefit costs paid or incurred by the DBC for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining contracts and, for personnel not covered by such contracts, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Articles 7.2.1 and 7.2.2.

7.3 Subcontract Costs.

7.3.1 No amount paid by or payable to any Subcontractor other than the fixed or cost reimbursement price of its subcontract shall be included in the Cost of the Work, unless otherwise approved in writing by Owner.

7.4 Costs of Materials and Equipment Incorporated in the Work or Stored on Site.

7.4.1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed Work.

7.4.2 Costs of materials in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be delivered to Owner at the completion of the Work or, at Owner's option, shall be sold by the DBC. Any sale shall be commercially reasonable and the DBC shall provide accounting for such a sale within 15 Days of the transaction. Net amounts realized, if any, from such sales shall be credited to Owner as a deduction from the Cost of the Work.



Costs of Miscellaneous Equipment and Other Items; Equipment Rental Charges.

- 7.4.3** Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the DBC at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the DBC; provided that Owner at Owner's option may require that the DBC deliver to Owner (at no charge) at the end of the Project any of such items procured for this Project. Cost for items previously used by the DBC shall mean fair market value. The DBC shall charge no additional administrative or other mark-up for purchased items. The DBC shall document all small tools purchased for the Project via invoices in monthly billing and shall document the disposition of small tools which have an individual price that exceeds \$100. A copy of such disposition log shall accompany the payment application whenever these items are included in the application.
- 7.4.4** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the DBC at the site and are rented from others, and cost of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be according to industry standards, shall not exceed 100% of the rental rates published from time to time by the American Association of Equipment Dealers in effect at the time of rental, shall not exceed acquisition costs, and for individual items exceeding \$500.00, will be subject to Owner's prior approval. The DBC shall deliver to Owner a list of published rates from time to time at Owner's request. For all items rented or leased, the DBC shall charge Owner only the rental charge incurred by the DBC with no additional administrative or other mark-up. The DBC shall make efforts and use its best skills and judgment to procure equipment in the most expeditious and economical manner consistent with the interest of the Owner. Efforts shall include, but not be limited to, providing Owner with a rent/buy analysis so that Owner may elect for DBC to procure the item in lieu of rental if the facility at issue is expected to be rented for six months or longer. Such rent/buy analysis shall include, where available, a leasing rate commensurate with the expected term of rental of the facility at issue. Inclusions to and exclusions from rental rates will be made in accordance with American Association of Equipment Dealer standards.
- 7.4.5** Costs of removal of debris from the site.
- 7.4.6** Cost of long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office, which are solely for the benefit of the Work.
- 7.4.7** That portion of the travel and subsistence expenses of the DBC's personnel determined by Owner to be reasonable and necessary incurred while traveling in discharge of duties connected with the Work. DBC's main office staff travel shall not be reimbursed unless approved in advance by Owner.

7.5 Other Costs.

- 7.5.1** That portion of premiums for insurance directly attributable to this Contract for builders all/risk insurance (but excluding premiums for professional liability/errors & omissions insurance related to the Project design, as well as comprehensive general liability, automobile and worker's compensation coverage that is not Project Specific), and payment and performance bonds as required by Section G of the General Conditions (but excluding premiums for Subcontractor bonds unless authorized by Owner).



- 7.5.2 Sales use or similar excise taxes imposed by a governmental authority which are directly related to the Work and for which the DBC is liable; provided, only those taxes which are in effect or which have been enacted as of the Effective Date are reimbursable Cost of the Work.
- 7.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the DBC is required by the Contract Documents to pay.
- 7.5.4 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by Owner.

7.6 Repairs to Damaged, Defective or Nonconforming Work. The Cost of the Work shall also include costs which are incurred by the DBC in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

ARTICLE 8

COSTS EXCLUDED FROM THE WORK (Not to be Reimbursed)

8.1 Costs Excluded from Cost of Work. The following shall not be included in the Cost of the Work:

- 8.1.1 Salaries and other compensation of the DBC's personnel stationed at the DBC's principal office or offices other than the site office except as allowed under Articles 7.2.2 and 7.2.3.
- 8.1.2 Expenses of the DBC's principal office and offices other than the site office.
- 8.1.3 Any overhead and general expenses, except as may be expressly included in Article 7.
- 8.1.4 The DBC's capital expenses, including interest on the DBC's capital employed for the Work.
- 8.1.5 Rental cost of machinery and equipment, except as provided in Article 7.5.2
- 8.1.6 Any cost associated with the Project not specifically and expressly described in Article 7.
- 8.1.7 Costs due to the fault or negligence of the DBC, Subcontractors, suppliers, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable.
- 8.1.8 The cost of correction of any repair work, nonconforming or defective work, or warranty work.
- 8.1.9 Merit, safety, or other incentive payments, bonuses or awards, or any expenses in connection therewith.
- 8.1.10 Fines and penalties.
- 8.1.11 Except for Early Work, the cost of Schematic Design Phase Services.
- 8.1.12 Any costs in excess of the GMP.



ARTICLE 9

DISCOUNTS, REBATES AND REFUNDS

9.1 Discounts, Rebates and Refunds. Cash discounts obtained on payments made by the DBC shall accrue to Owner. Trade discounts, rebates, refunds and net amounts received from sales of surplus materials and equipment shall accrue to Owner, and the DBC shall make provisions so that they can be secured.

9.2 Amounts Credited to Owner. Amounts which accrue to Owner in accordance with the provisions of Article 9.1 shall be credited to Owner as a deduction from the Cost of the Work.

Sample



ARTICLE 10

INSURANCE PROVISIONS

During the term of the Contract the DBC is required, pursuant to Section G.3 of the General Conditions, to maintain certain insurance in full force, at its own expense, from companies licensed to do business in Oregon. All insurance required by this Article 10 or by Section G.3 of the General Conditions shall be obtained from and maintained with companies with an A.M. Best rating of "A-" or better. Certain subsections of Section G.3 are modified as follows:

10.1 Employers' Liability. The DBC shall carry employers' liability insurance coverage with combined single limit per occurrence of not less than \$2,000,000, and annual aggregate limits of not less than \$4,000,000.

10.2 General Liability. The DBC shall secure Commercial General Liability insurance with a combined single limit of not less than \$2,000,000 each occurrence, \$4,000,000 annual aggregate, for bodily injury and property damage. It shall include personal injury coverage, Products and Completed Operations, and contractual liability coverage for the indemnity provided under the Contract.

10.3 Builder's All-Risk/Direct Risk of Physical Damage. During the term of the Contract, the DBC shall maintain in force, at its own expense, Builder's Risk insurance on an all risk/direct risk of physical damage form, including earthquake and flood, for an amount equal to the full amount payable under the Contract. Any deductible shall not exceed \$50,000 each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy shall be endorsed/amended to include Owner as an additional insured, as their interests may appear (the DBC shall provide Owner with a copy of any endorsement to the policy to confirm this requirement.)

10.4 Automobile Liability. The DBC shall secure Automobile Liability insurance with a combined single limit of not less than \$1,000,000 aggregate, \$3,000,000 annual aggregate for bodily injury and property damage, including coverage for all owned, hired, or non-owned vehicles, as applicable. This coverage may be written in combination with the Commercial General Liability Insurance.

10.5 Professional Liability/Errors & Omissions. The DBC shall provide Owner with proof of coverage for Professional Liability/Errors & Omissions insurance covering any damages caused by any negligent error, omission, or any act in furtherance of Design Services for the Project, whether performed by an architect or engineer under the Contract. The policy may be either a practice-based policy or a policy pertaining to the specific Project; in either event, the policy must cover the District as "owner." Professional Liability insurance to be provided shall have a combined single limit of not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate. The Design-Build Contractor shall execute such documents and agreements and obtain such insurer consents, endorsements, and acknowledgments as shall be necessary to provide Owner with direct access to the coverage afforded under each professional liability/errors & omissions policy covering the Design Services to be performed pursuant to the Contract.

10.6 Certificate of Insurance. Prior to the signature by Owner to this Design Build Agreement, the DBC shall furnish to Owner Certificates of Insurance as evidence of the insurance coverage required under the Contract. The certificate(s) shall provide that the insurance policies have been endorsed/amended so that the insurance company or companies shall give a 30-Day notice (without reservation) to Owner if the applicable policy is canceled or materially changed, or if the aggregate limits have been reduced. The certificate(s) shall state specifically that the insurance is provided for this Project and Contract.



10.7 Additional Insureds. The Certificate of Insurance, except for Workers' Compensation and Professional Liability/Errors & Omissions, shall provide that the policies have been endorsed/amended so that Owner is listed additional Insureds with respect to the DBC's Services/Work to be provided under the Contract. The DBC shall provide Owner with copies of all policy endorsements/amendments confirming the status of Owner as additional Insured, as required by the Contract.

10.8 Prohibited Terms. No insurance required by the Contract shall at any time (including without limitation any renewal thereof) contain any exclusion, exception or otherwise not provide or limit coverage because of any of the following:

- (a). Except for professional liability diminishing limits, by which any coverage provided is limited, excluded, reduced or otherwise diminished by attorney fees or any other costs of defense or otherwise;
- (b). Deductibles of greater than \$1,000 per occurrence or claim or \$5,000 for any reason, unless authorized in writing in advance of policy issuance by the Owner.
- (c). The nature, type, quality or kind of labor, materials, equipment or services used, intended to be used or consumed or intended to be consumed in the design, construction, use, maintenance or operation of the project;
- (d). The nature, type, quality or kind of maintenance, operation or use of the project;
- (e). Modification of the "your work" or similar exclusion or exception which limits, excludes, diminishes or reduces coverage for work not performed (or failed to be performed) by the insured but by the insured's subcontractors, agents, independent contractors or consultants (of any tier);
- (f). Because the coverage is limited to time on loss or other time-related claims, it shall be the understanding and agreement that the insured shall be obligated to pay all sums under its policy and shall not be permitted to prorate or otherwise limit, exclude or reduce its obligations for any reason, including but not limited to the DBC's failure to renew or maintain insurance or the existence of other potential policies or insurers who may provide coverage or may be obligated to provide a defense or indemnity upon any claim;
- (g). Any contractual relationship between the DBC and the Owner.

10.9 Owner-Contractor Relationship. Further, notwithstanding anything to the contrary, the DBC agrees that it has a special relationship with the Owner because, in part, of the design-build obligations of the DBC, and that the Owner is placing its potential monetary liability in the Contractor's hands and has authorized the DBC to exercise independent judgment on behalf of the Owner. DBC shall exercise such own independent judgment to further the Owner's economic interests and Owner shall, without limiting the Owner's claims, be entitled to commence, maintain and recover on not only contract but tort-based claims against the DBC for all aspects of the DBC's obligations hereunder.

10.10 Proof of Insurance. In addition to the certificates of insurance required by Section 10.6 above, DBC shall at all times and at no cost to Owner provide entire copies of all insurance policies it is obligated to provide or procure hereunder to the Owner, including but not limited to all renewals and all policies on which the Owner is an additional insured. Providing certificates of insurance is not sufficient unless such certificates shall state explicitly that they control and override the terms of any policy referenced on the certificate and that the Owner need not review or reference the actual policy because the certificate certifies that the all coverages required by this contract are provided. Further, by receiving such copies, Owner shall never be estopped or deemed to have waived any claim if such policies do not provide any of the required coverages.



10.11 Duration of Coverage. The DBC shall maintain all of the required insurance coverage's in full force and effect for ten (10) years after final completion of the Project, or until the applicable statute of ultimate repose has expired, whichever is later.

10.12 Limitation Period. Notwithstanding any other provision in the Contract Documents or any provision of applicable law, the DBC expressly agrees and acknowledges that the limitation period applicable to a claim by or on behalf of the Owner against the DBC arising from or related to the Contract or the Project (including but not limited to any design or supervisory function) is as provided by ORS 12.135(1) in effect as of the execution of the Agreement.

ARTICLE 11

OWNERSHIP AND USE OF WORK PRODUCT

11.1 Ownership of Contract Documents. Copies of Plans, Specifications, reports, or other materials required elsewhere in the Contract to be delivered to Owner, including without limitation materials identified as "instruments of service" in any agreement between the DBC and any of its Consultants or Subcontractors ("Work Product") shall be the exclusive property of Owner. Owner and the DBC intend that such Work Product be deemed "work made for hire," for which Owner shall be deemed the author. If for any reason such Work Products are not deemed "work made for hire," the DBC hereby irrevocably assigns to Owner all of its right, title and interest in and to any and all of such Work Products, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. The DBC shall ensure and shall confirm to Owner that the DBC's agreements with its Consultants, Subcontractors, employees and agents conform to the requirements of this section and agrees further to execute such further documents and instruments as Owner may reasonably request in order to fully vest such rights in Owner. The DBC forever waives, for itself, its Consultants, Subcontractors, employees and agents, any and all rights relating to such Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use of subsequent modifications.

11.2 Right of Use. The DBC, despite other conditions of this Article, shall have the right to use such Work Product in its brochures or other literature that it may employ for its sales and in addition, unless specifically otherwise prohibited, the DBC may use standard line drawings, specifications and calculations on other unrelated projects.

11.3 Indemnification / Hold Harmless. In the event the Owner, Owner's representative or any other party uses the Work Product on other projects, or for the completion, maintenance, repair, renovation, remodeling, expansions or rebuilding of this Project, without the professional involvement of the DBC and any of its consultants, then the Owner shall indemnify, hold harmless and defend the DBC and any of its Consultants from any claims and damages resulting from such use except to the extent such claims and damages result from the negligence of the DBC and any of its Consultants or any person or entity employed by or affiliated therewith in performing their services in pursuant to this Agreement.

ARTICLE 12

ACCOUNTING RECORDS

The DBC shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract; the accounting and control systems shall be satisfactory to Owner. Owner and Owner's Representative shall be afforded reasonable and regular access to the DBC's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Contract, and the DBC shall preserve these for a period of ten (10) years after final payment, or until the resolution of any dispute, if any, involving the Contract, or for such longer period as may be required by law.



ARTICLE 13

PAYMENTS

13.1 Schedule of Payments. Owner shall make payments to the DBC on the dates listed below:

- 13.1.1 Design Services.** On the first (1st) day of each month following execution of the Design Build Agreement, the DBC shall submit its application for payment to Owner for Design Services performed during the prior month. Any application for payment submitted by the DBC after the first day of a calendar month shall be deemed received by Owner on the first day of the following calendar month. Owner will make payment of the amount rightfully due and payable to the DBC within 30 Days of receipt of an application for payment. Provided, however, no retainage shall be withheld from payments for Design Services.
- 13.1.2 Construction Services.** On the first (1st) day of each month following commencement of Construction Services, the DBC shall submit its application for payment to Owner for construction services performed during the prior month in compliance with the terms and conditions of Section E of the General Conditions. Any application for payment submitted by the DBC after the first day of a calendar month shall be deemed received by Owner on the first day of the following calendar month. Owner will make payment of the amount rightfully due and payable to the DBC within 30 Days of receipt of each application for payment.
- 13.1.3 Retainage.** Owner shall withhold retainage in the amount of 5% from all payments relating to Construction Services in accordance with the provisions of Section E.5 of the General Conditions.
- 13.1.4 Draft Application for Payment.** At least ten (10) days prior to the first (1st) day of each month following commencement of Design Services, and thereafter throughout the Project until final payment, the DBC shall submit to the Owner's Representative a draft application for payment containing the DBC's best approximation of the contents and amount of the pay application which will follow. The final pay application will be submitted to the Owner for payment by the 10th of the month.

ARTICLE 14

TERMINATION OR SUSPENSION

Section J of the General Conditions governs Contract termination and duties of the Parties in the event of Contract termination, modified only to the extent set forth below:

14.1 Owner's Termination.

- 14.1.1 For Convenience.** Owner may terminate the Contract without penalty for convenience pursuant to Section J.5 of the General Conditions; payment in such case shall be governed by Section E of the General Conditions. However, the amount to be paid to the DBC under the General Conditions shall not in any case exceed the Contract Price.
- 14.1.2 Funding/Authority.** Owner may terminate the Contract, in whole or in part, immediately upon notice to the DBC, or at such later date as Owner may establish in such notice, upon:



- (a) Owner's failure to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the DBC's Design Services or Construction Services; or
- (b) Modification or interpretation of Federal or state laws, regulations or guidelines in such a way that either the Design Services or Construction Services performed under the Contract are prohibited or Owner is prohibited from paying for such Design Services or Construction Services from the planned funding source.
- (c) DBC may terminate the Contract for cause in the event Owner has failed to make timely payments of amounts not in dispute in accordance with Section E of the General Conditions, following notice as provided below and 10 Days' opportunity to cure.

14.1.3 For Cause. Owner may terminate the Contract, in whole or in part, immediately upon notice to the DBC, or at such later date as Owner may establish in such notice, in the event:

- (a) The DBC or its Consultants no longer hold any license or certificate that is required to perform the Work; or
- (b) The DBC commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform the Design Services or Construction Services under the Contract within the time specified herein or any extension thereof, or so fails to perform the Design Services or Construction Services as to endanger the DBC's performance under the Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of Owner's notice, or such longer period of cure as Owner may specify in such notice.

14.1.4 Owner reasonably believes that sufficient funds are anticipated to pay all amounts due hereunder and hereby covenants and agrees that it will use its best efforts to obtain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in the budget submitted for the purpose of obtaining funds and using its best efforts to have such budget approved. It is Owner's intention to make all payments due hereunder if funds are legally available therefor and, in that regard, Owner represents and warrants to the Design-Build Contractor that the Contract is important to Owner's efficient and economic operation. If, despite the above, Owner is not allotted sufficient funds for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funds source lawfully available to it for such purposes to continue the Project and make payments hereunder, Owner may terminate the Contract by notice to the DBC without penalty, effective at the end of the current fiscal period for which funds have been allocated, and if not so terminated Owner will remain fully obligated for all amounts owing hereunder. Such termination shall not constitute an event of default under any other provision of the Contract, but Owner shall be obligated to pay all charges incurred through the end of such fiscal period. Owner shall give the DBC notice of such non-availability of funds within thirty (30) Days after it received notice of such non-availability.

14.2 Termination of Contract by the Design-Build Contractor.

14.2.1 In Event of Suspension of the Work. The DBC may terminate the Contract for cause if the Work is stopped for 120 Days through no act or fault of the DBC or a Consultant, Sub-contractor or their agents or employees or any other persons performing portions of



the Work under contract with the DBC, for any of the following reasons:

- (a) Issuance of an order of a court or other public authority having jurisdiction; or
- (b) An act of government, such as a declaration of national emergency, making material unavailable.

14.2.2 DBC may terminate the Contract for cause in the event Owner has failed to make timely payments of amounts not in dispute in accordance with Section E of the General Conditions, following notice as provided below and 10 Days' opportunity to cure.

14.3 Payment upon termination. Payment upon termination shall be governed by Section E of the General Conditions. Notwithstanding the foregoing, neither Party shall be entitled to consequential damages, exemplary damages, compensation for lost opportunity, or lost profits. This provision does not impair or otherwise affect Owner's entitlement to recover liquidated damages in accordance with Section 4.4 of this Agreement.

ENUMERATION OF CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract Documents are listed below and are intended to be complementary. In the case of an inconsistency between any Contract Documents or within a single Contract Document that is not clarified by Change Order, the better quality or greater quantity of Work shall be provided by the DBC in accordance with the Owner's or Owner's Representative's written interpretation. However, in the event of conflicts or discrepancies among the Contract Documents that cannot be reconciled by the procedure in the preceding sentence, interpretation will be based on the descending order of precedence in which the Contract Documents are listed.

Change Orders, with those of a later date having precedence over those of an earlier date.

Construction Change Directives, with those of a later date having precedence over those of an earlier date.

This Design Build Agreement, minus all exhibits and material incorporated herein by reference.

Construction Plans and Specifications to be prepared by DBC

Permits and Orders issued by any government or quasi-governmental unit or political subdivision having jurisdiction over the Project, the Site, or the Work

Project Schedule

RFP

Supplemental General Conditions

General Conditions

Remaining documents incorporated into the Contract by reference.

ARTICLE 15

PROJECT SCHEDULE



The Design Schedule and the Construction Schedule (collectively the “Project Schedule”) shall establish the deadlines for performance and milestones for completion of Design and Construction Services under the Contract and shall generally be in conformance with the requirements of the RFP. The Project

Schedule shall include a designation of those activities and events which comprise the “critical path” for the Project, in a form acceptable to Owner’s Representative.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.1 Governing Law; Jurisdiction; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Owner and the DBC that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court of the State of Oregon for Jackson County; *provided, however*, if a Claim must be brought in a Federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by Owner of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. DBC, by execution of this Design Build Agreement, consents to the Personal Jurisdiction of such courts.

16.2 Notices. Except as otherwise expressly provided in the Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid, to the DBC or Owner at the addresses or numbers provided on the first page of this Design Build Agreement or as either party may hereafter indicate pursuant to this Section. Any notice to Owner must be given simultaneously to Owner’s Representative. Any notice so addressed and mailed shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Owner, such facsimile transmission must be confirmed by telephone notice to Owner’s Representative. Any notice delivered by e-mail shall be deemed to be given when the sender receives electronic confirmation of delivery. To be effective against Owner, such e-mail message must be confirmed by telephone notice to the Owner’s Representative. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications may be transmitted through one of the methods set forth above, in person, by e-mail, or by other similar electronic transmission.

16.3 Disclosure of Tax Identification Number. The DBC shall provide its Federal Tax ID number to Owner. This number is required pursuant to ORS 305.385. The Tax Identification Number provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

16.4 Severability. The Parties agree that if any term or provision of the Contract is declared by a court of competent jurisdiction to be illegal, in conflict with any law, or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16.5 Waiver. The failure of Owner to enforce any provision of the Contract shall not constitute a waiver by Owner of that provision, or any other provision of the Contract.

16.6 Media Contacts; Confidentiality. The DBC shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without Owner’s prior written authorization. Furthermore, except in the case where Owner specifically authorizes disclosure of Owner’s confidential information in writing, the DBC shall maintain the confidentiality of Owner’s information pertaining to the Project, unless withholding such information would violate the law, create the risk of



significant harm to the public or prevent the DBC from establishing a claim or defense in an adjudicatory proceeding. The DBC shall require all of its Subcontractors to maintain a similar level of confidentiality of Owner's information.

16.7 Conflict of Interest. Except with Owner's prior written consent, the DBC shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise the DBC's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

16.8 Merger Clause. THE CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER ADDRESSED THEREIN. THE TERMS OF THE CONTRACT CANNOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED OWNER APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THE CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED THEREIN. DESIGN-BUILDER, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THE CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THE CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL BE AN ORIGINAL, AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

THIS DESIGN BUILD AGREEMENT is executed in three originals, of which one is to be delivered to the Design-Build Contractor, one to Owner and one to the Owners Representative. By signature on this Design Build Agreement, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of the Design-Build Contractor and has authority and knowledge regarding the payment of taxes, and that the Design-Build Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; and the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620

IN WITNESS WHEREOF, the parties have executed this Design Build Agreement and the Contract shall be effective as of the last date written below.

Contractor

Ashland School District

By:

By:

Title:

Title:

Date:

Date:

Federal ID #:



Sample



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SECTION A GENERAL PROVISIONS

A.1 DEFINITION OF TERMS

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

- A.1.1 ARCHITECT/ENGINEER**, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities of the Owner's Authorized Representative to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.
- A.1.2 CHANGE ORDER**, means a written order issued by the Owner's Authorized Representative to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.1 in administering the Contract, including Owner's written change directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.
- A.1.3 CLAIM**, means a demand or assertion by Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of Contract Time or other relief pursuant to Section D.3.
- A.1.4 CONTRACT**, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.
- A.1.5 CONTRACT DOCUMENTS**, means the Solicitation Document and addenda thereto, the State of Oregon Public Improvement Agreement Form, General Conditions, Supplemental General Conditions, if any, the accepted Offer, Plans, Specifications, amendments and Change Orders.
- A.1.6 CONTRACT PERIOD**, as set forth in the Contract Documents, means the total period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.
- A.1.7 CONTRACT PRICE**, means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.
- A.1.8 CONTRACT TIME**, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the project schedule.
- A.1.9 CONTRACTOR**, means the Person awarded the Contract for the Work contemplated.
- A.1.10 DAYS**, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.
- A.1.11 DIRECT COSTS**, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance; bond premiums,



rental cost of equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work.

- A.1.12 FINAL COMPLETION**, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.
- A.1.13 FORCE MAJEURE**, means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.
- A.1.14 NOTICE TO PROCEED**, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted to Owner in a suitable form.
- A.1.15 OFFER**, means a bid in connection with an invitation to bid and a proposal in connection with a request for proposals.
- A.1.16 OFFEROR**, means a bidder in connection with an invitation to bid and a proposer in connection with a request for proposals.
- A.1.17 OVERHEAD**, means those items which may be included in the Contractor's markup (general and administrative expense and profit) but shall not include items such as wages or salary of personnel working at the job site (including supervisory personnel above the level of foreman such as superintendents and project managers stationed at the job site), expenses of the Contractor's temporary job site office (including personnel staffing that office), or other items that are charged as Direct Cost of the Work.
- A.1.18 OWNER**, means the Ashland School District.
- A.1.19 OWNER'S AUTHORIZED REPRESENTATIVE**, means those individuals identified in writing by the Owner to act on behalf of the Owner for this project. Owner may elect, by written notice to Contractor, to delegate certain duties of the Owner's Authorized Representative to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.
- A.1.20 PERSON**, means an entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.
- A.1.21 PLANS**, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.
- A.1.22 PUNCHLIST**, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.
- A.1.23 RECORD DOCUMENT**, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties



evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these General Conditions, recording all Services performed.

- A.1.24 SOLICITATION DOCUMENT**, means an invitation to bid or request for proposal or request for quotes.
- A.1.25 SPECIFICATION**, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.
- A.1.26 SUBCONTRACTOR**, means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.
- A.1.27 SUBSTANTIAL COMPLETION**, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.4.2.
- A.1.28 SUBSTITUTIONS**, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owner's Authorized Representative is final.
- A.1.29 SUPPLEMENTAL GENERAL CONDITIONS**, means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.
- A.1.30 WORK**, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

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

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

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



Documents, interpretations will be based on the following descending order of precedence:

1. Contract amendments and Change Orders, with those of later date having precedence over those of an earlier date;
2. Construction Change Directives, with those of a later date having precedence over those of an earlier date.
3. The Design Build Agreement, minus all exhibits and material incorporated herein by reference.
4. The Construction Plans and Specifications to be prepared by DBC.
5. Permits and Orders issued by any government of quasi-governmental unit or political subdivision having jurisdiction over the Project, the Site, or the Work.
6. The Project Schedule
7. The RFP
8. The Supplemental General Conditions
9. The General Conditions
10. The remaining documents incorporated into the Contract by reference.

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

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

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



A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner's Authorized Representative, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules and regulations.
- A.4.4 If the Contractor believes that additional cost or Contract Time is involved because of clarifications or instructions issued by the Owner's Authorized Representative (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Contractor does not concur with the decision of the Owner's Authorized Representative regarding time and cost impacts of the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 670.600.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

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



A.7 GOVERNMENT EMPLOYMENT STATUS

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

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



SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

- B.1.1 The Owner's Authorized Representative will provide administration of the Contract as described in the Contract Documents
- (1) during construction
 - (2) until final payment is due and
 - (3) during the one-year period for correction of Work. The Owner's Authorized Representative will act on behalf of the Owner to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner's Authorized Representative may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.
- B.1.2 The Owner's Authorized Representative will visit the site at intervals appropriate to the stage of the Contractor's operations
- (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed,
 - (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and
 - (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner's Authorized Representative will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Authorized Representative will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.
- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's Authorized Representative or designee about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner's Authorized Representative.
- B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner's Authorized Representative, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents



give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

- B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.
- B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.
- B.3.3 Work done, and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner's Authorized Representative and include the cost of the Samples in the Contract Price.

B.4 PERMITS

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, the State of Oregon, and its departments, divisions, members and employees.



B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS

- B.5.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable:
1. Title VI and VII of Civil Rights Act of 1964, as amended;
 2. Section 503 and 504 of the Rehabilitation Act of 1973, as amended;
 3. the Health Insurance Portability and Accountability Act of 1996;
 4. the Americans with Disabilities Act of 1990, as amended;
 5. ORS Chapter 659A; as amended
 6. all regulations and administrative rules established pursuant to the foregoing laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS Chapter 279C, which are incorporated by reference herein.
- B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and
- (a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.035, in the awarding of subcontracts ORS 279A.110.
 - (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
- B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS Chapter 701 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.021 to 701.114 at the time they submit their bids to the Contractor.
- B.5.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS Chapter 671, performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.590.
- B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0100. You may obtain copies of the rules by calling the center at (503)232-1987 or at <http://digsafelyoregon.com>.
- B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.



B.6 SUPERINTENDENT

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

B.7 INSPECTION

- B.7.1 Owner's Authorized Representative shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. The Owner's Authorized Representative will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner's Authorized Representative, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority.
- (a) Inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner's Authorized Representative timely notice of when and where tests and inspections are to be made so that the Owner's Authorized Representative may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner's Authorized Representative.
- B.7.4 As required by the Contract Documents, Work done, or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized Representative, the uncovering and restoration will be paid for as a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's Authorized Representative's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.
- B.7.7 When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities,



representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner's Authorized Representative.

B.8 SEVERABILITY

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

B.9 ACCESS TO RECORDS

- B.9.1 Contractor shall keep, at all times on the work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner's Authorized Representative access thereto.
- B.9.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access to, for a period not less than six (6) years, all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Owner and/or its agents shall continue to be provided full access to the records during litigation.

B.10 WAIVER

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

B.11 SUBCONTRACTS AND ASSIGNMENT

- B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless
- (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or
 - (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.
- B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review,



comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in

accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.12 SUCCESSORS IN INTEREST

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

B.13 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.14 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

B.15 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.16 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.



B.17 ALLOWANCES

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

B.17.2 Unless otherwise provided in the Contract Documents:

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

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

B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

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

B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other



details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

- B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.
- B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- B.18.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.18.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and
- (1) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or
 - (2) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.
- B.18.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner's Authorized Representative.

B.19 SUBSTITUTIONS

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner's Authorized Representative and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor



represents that the Contractor has personally investigated the proposed substitute product, represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise, certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent, and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.20 USE OF PLANS AND SPECIFICATIONS

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

B.21 FUNDS AVAILABLE AND AUTHORIZED

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

B.22 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

SECTION C WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to the Contract Documents.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

- C.2.1 In accordance with ORS 279C.845, the Contractor and every subcontractor shall submit written certified statements to the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the subcontractor that the Contractor or subcontractor has read such statement and certificate and knows the contents thereof and that the same is true



to the Contractor or subcontractor's best knowledge and belief. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.

The Contractor and subcontractors shall preserve the certified statements for a period of six (6) years from the date of completion of the Contract.

- C.2.2 Pursuant to ORS 279C.800 to 279C.870 and in accordance with 279C.825 Sec. 8 administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the District must pay a fee to the Bureau of Labor and Industries equaling 1/10 of 1% of the Contract price, however, the fee shall not be less than \$250 nor more than \$7,500, regardless of the Contract price. The fee shall be paid on or before the first progress payment or sixty (60) Days from the date Work first began on the Contract, whichever come first. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

Contract Fee Section
Prevailing Wage Rate Unit
Bureau of Labor and Industries
800 N.E. Oregon Street, #1045
Portland, Oregon 97232-2180

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 Pursuant to ORS 279C.505 and as a condition to Owner's performance hereunder, the Contractor shall:

C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.

C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.1.5 Demonstrate that an employee drug testing program is in place as follows:

- (a) Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:

- (1) A written employee drug testing policy,



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

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.

- (b) Contractor shall require each Subcontractor providing labor for the project to:
 - (1) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract, or
 - (2) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

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

C.3.2.1 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

C.3.2.2 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 public contract for a public improvement within thirty (30) days after receipt of payment from Owner or a 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.580 (3)(a) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580(5)(b). 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 thirty (30) days after the date when payment was received from Owner or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.

C.3.2.3 If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580(5)(b). Every contract related to this Contract shall contain a similar clause.



- C.3.3 Pursuant to ORS 279C.580(3), 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:
- (a) 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 Owner under the Contract;
 - (b) An interest penalty clause that obligates the Contractor if payment is not made within thirty (30) days after receipt of payment from 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 paragraph (a) of this subsection. 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 Owner or Contractor when payment was due. The interest penalty shall be 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 shall be computed at the rate specified in ORS 279C.515 (2).
 - (c) A clause which requires each of Contractor's Subcontractor's to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of subsections (a) and (b), above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.
- C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

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

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference:

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

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or



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

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

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



SECTION D CHANGES IN THE WORK

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Owner's Authorized Representative, and then only in a manner consistent with the Change Order provisions of this Section D.1 and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.

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

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

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self perform such Work, for which the provisions of B.13 (Owner's Right to Do Work) shall then apply.

Adjustments in compensation shall be made under the provisions of D.1.3, in which costs for deductive changes shall be based upon the percentages for labor, equipment, material and Subcontractor mark-ups specified therein, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that Change Order Work shall be administered and compensated according to the following:

- (a) Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional Work.
- (b) If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for Change Order Work. In



fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract and shall be established before the Work is done whenever feasible. The mark-ups set forth in D.1.3(c) shall be utilized by the parties as a guide in establishing fixed pricing and will not be exceeded by Owner without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.

- (c) In the event that unit pricing and fixed pricing are not utilized, then Change Order Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor's or Subcontractor's own forces:

- .1 The cost to which this Fee is to be applied shall be determined in accordance with this section as well as 005000 Article 7 and 006500 Article C.

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.

Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for Change Order Work. Owner may establish a maximum cost for Change Order Work under this Section D.1.3(c), which shall not be exceeded for reimbursement without additional written authorization from Owner. Contractor shall not be required to complete such Change Order Work without additional authorization.

- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Owner's Authorized Representative authorizes Contractor to start the Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of the Change Order. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) day time limit, Contractor's requests pertaining to that Change Order are barred.

The thirty (30) daytime limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If Contractor and Owner's Authorized Representative cannot agree on additional compensation or additional Contract Time needed to perform Change Order Work, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

- D.1.5 If any Change Order Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of, any other part



of the Work under this Contract, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) days after receipt of the Change Order by Contractor.

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

If the Contractor does not concur with the decision of the Owner's Authorized Representative, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

D.1.6 No request or Claim by the Contractor for additional costs or an extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Contractor agrees to submit its final payment application within ninety (90) days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be waived.

D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified

that numerous changes may be required and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.



D.2 DELAYS

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

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

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

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

- (a) Caused by any actions of the Owner, Owner’s Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner’s Authorized Representative immediately of differing site conditions before the area has been disturbed. The Owner’s Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner’s Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section D.1.5 for Change Order Work. If the Contractor does not concur with the decision of the Owner’s Authorized Representative and/or believes that it is entitled to additional compensation or Contract Time, or both, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.
- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect



against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:

- (1) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
- (2) Daily rainfall equal to, or greater than, 0.75 inch at any time.

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

D.2.2 Except as otherwise provided in ORS 279C.315, Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within two (2) days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) days after the cause of the delay has been mitigated, or in no case more than thirty (30) days after the initial written notification, the Contractor shall submit to the Owner's Authorized Representative, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Contractor does not concur with the decision of the Owner's Authorized Representative and/or believes that it is entitled to additional compensation, or additional Contract Time, or both, as applicable, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If Contractor does not timely submit the notices required under this Section D.2.1.3 (b), then unless otherwise prohibited by law, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

D.3.1 All Contractor Claims shall be referred to the Owner's Authorized Representative for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by Contractor to the Owner's Authorized Representative within five (5) days after Contractor's initial request has been denied. Within thirty (30) days after the initial Claim, Contractor shall submit to the Owner's



Authorized Representative, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived.

- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.
- D.3.3 The Owner's Authorized Representative will review all Claims and take one or more of the following preliminary actions within ten (10) days of receipt of the Detailed Notice of a Claim:
- (1) request additional supporting information from the Contractor;
 - (2) inform the Contractor and Owner in writing of the time required for adequate review and response;
 - (3) reject the Claim in whole or in part and identify the reasons for rejection;
 - (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or
 - (5) propose an alternate resolution.
- D.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its requests for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the Owner's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the



mediation process. Further, in the event settlements are reached on any issues through mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

- D.3.6 The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with Owner's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- D.3.7 Unless otherwise directed by Owner's Authorized Representative, Contractor shall proceed with the Work while any Claim of Contractor is pending, including a Claim for additional compensation or additional Contract Time resulting from Change Order Work. Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.
- D.3.8 Unless otherwise directed by Owner's Authorized Representative, Contractor shall proceed with the Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner's Authorized Representative, Contractor shall revise the schedule of values and resubmit the same for approval of Owner's Authorized Representative.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten (10) days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner's Authorized Representative, Contractor shall revise the schedule of values and resubmit the same for approval of Owner's Authorized Representative.

E.2 APPLICATIONS FOR PAYMENT

- E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. A



progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence thirty (30) days after the receipt of invoice ("application for payment") from the Contractor or fifteen (15) days after the payment is approved by the Owner's Authorized Representative, whichever is the earlier date. The rate of interest 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 thirty (30) days after receipt of the application for payment from the Contractor or fifteen (15) days after the payment is approved by the Owner, whichever is the earlier date, but the rate of interest shall not exceed thirty (30) percent. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Accrual of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

- E.2.2 Contractor shall submit to the Owner's Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor, including payments to Subcontractors. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____"

- E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.



- (e) Payments shall be made for materials only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out-of-town storage sites. The cost of said inspection shall be borne solely by the Contractor.
 - (f) Within sixty (60) days of the application for payment, the Contractor shall submit evidence of payment covering the material stored.
 - (g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
 - (h) All required documentation must be submitted with the respective application for payment.
- E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:
- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
 - (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
 - (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Owner and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
 - (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - (e) damage to the Owner or another contractor;
 - (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - (g) failure to carry out the Work in accordance with the Contract Documents; or
 - (h) assessment of liquidated damages, when withholding is made for offset purposes.
- E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included even though the Contract Price has not yet been adjusted by Change Order;



- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;
 - (c) Subtract the aggregate of previous payments made by the Owner; and
 - (d) Subtract any amounts for which the Owner's Authorized Representative has withheld or nullified payment as provided in the Contract Documents.
- E.2.6 Contractor's applications for payment may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.
- E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
- E.2.8 If Contractor disputes any determination by Owner's Authorized Representative with regard to any application for payment, Contractor nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.3 PAYROLL CERTIFICATION REQUIREMENT

Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

E.4 DUAL PAYMENT SOURCES

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

E.5 RETAINAGE

- E.5.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.570:
 - E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's 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 Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be



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

E.5.1.2 In accordance with the provisions of ORS 279C.560, OAR 125-249-0820 and OAR 137-049-0820, Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner;
- (b) that retainage be deposited in an interest bearing account, established through the State Treasurer for state agencies, in a bank, savings bank, trust company or savings association for the benefit of Owner, with earnings from such account accruing to the Contractor; or
- (c) that the Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.570 and 279C.600 to 279C.625.

Where the Owner has accepted the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request for option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainage.

E.5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment due Contractor, interest to commence thirty (30) days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within fifteen (15) days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) days after the end of the 15-Day period.

E.5.1.4 In accordance with the provisions of ORS 279C.560(3), Owner shall reduce the amount of the retainage if the Contractor notifies the controller of the Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner's Authorized Representative, bonds and securities of equal value of a kind approved by the Owner's Authorized Representative.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor.



E.6 FINAL PAYMENT

- E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the Work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and as to the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K. 3 AFFIDAVIT / RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.
- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner's Authorized Representative
- (1) a notarized affidavit/release of liens and claims in a form satisfactory to Owner that states that 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,
 - (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 thirty (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 and
 - (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

SECTION F JOB SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner's Authorized Representative.



Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Owner's Authorized Representative, Owner's workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.
- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall report, immediately in writing, to the Owner's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with Section D.

F.3 CUTTING AND PATCHING

- F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work



of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

- F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be ordered by the Owner the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the Owner, the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

- F.5.1 Contractor will be held responsible for and shall indemnify, defend (with counsel of Owner's choice) and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in

accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of these General Conditions, and Contractor shall take no action that would void or impair such coverages

- F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.

- F.5.1.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any

- (1) environmental pollutants or
- (2) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:
 - (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
 - (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and



- (c) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities of environmental pollutants or hazardous substances or materials are as identified in the United States Code provisions pertaining to the Environmental Protection Agency (EPA), the provisions of the Code of Federal Regulations adopted by the EPA, the Oregon Revised Statutes provisions pertaining to the Department of Environmental Quality (DEQ), and the provisions of the Organ Administrative Rules adopted by the DEQ. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or State officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

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

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Owner shall arrange for the proper disposition of such hazardous substance(s).



F.7 FORCE MAJEURE

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

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner, Owner's Authorized Representative, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to,

- (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1.2,
- (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects,
- (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract,
- (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of 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 (except to the extent otherwise void under ORS 30.140), and
- (e) any lien filed upon the project or bond claim in connection with the Work. 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 Section G.1.2.

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



G.2 PERFORMANCE AND PAYMENT SECURITY

- G.2.1 When the Contract Price is \$100,000 or more the Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond in a sum equal to the Contract Price, and a separate payment bond also in a sum equal to the Contract Price. The bonds may be required if the Contract Price is less than \$100,000, if required by the Contract Documents.
- G.2.2 Bond forms furnished by the Owner and notarized by awarded Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

G.3 INSURANCE

- G.3.1 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverages indicated are minimums unless otherwise specified in the Contract Documents.
- G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.
- G.3.3 Builder's Risk Insurance:
- G.3.3.1 Builder's Risk: During the term of this Contract, for new construction the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.
- G.3.3.2 Builder's Risk Installation Floater: For other than new construction the Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the State of Oregon, the Owner, the Contractor and its Subcontractors as their interests may appear.
- G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.
- G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear.



The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

G.3.4 Liability Insurance:

G.3.4.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace) and shall be issued on an occurrence basis. Combined single limit per occurrence shall not be less than \$2,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$4,000,000.

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$2,000,000.00, or the equivalent.

G.3.4.3 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months or the maximum time period available in the marketplace if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the final acceptance of Work or services and related warranty (if any).

G.3.5 Additional Insured: The liability insurance coverage, except Professional Liability if included, required for performance of this Contract shall include Ashland School District, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract. If Contractor cannot obtain an insurer to name Ashland School District as Additional Insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming Ashland School District as Named Insureds with not less than a \$1,000,000.00 limit per occurrence. This policy must be kept in effect for 12 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to its issuance of a Notice to Proceed.

G.3.6 Notice of Cancellation or Change: There shall be no cancellation, material change, potential exhaustion coverages without thirty (30) days written notice from the Contractor or its insurer(s) to the Owner. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage's provided to Ashland School District.

G.3.7 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to its



issuance of a Notice to Proceed. The certificate(s) will specify all of the parties who are Additional Insured's or Loss Payees. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by the Owner. The certificates will also specify that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages without thirty (30) days written notice from the insurer(s) to the Owner. To the extent Certificates of Insurance contain words to the effect that Contractor shall "endeavor to send notice of cancellation" or similar language, Contractor shall require its insurer to send such notice by making sure that the words "endeavor to" or similar words are removed from the Certificate. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be approved by the Owner in writing prior to issuance of a Notice to Proceed and is subject to Owner's approval.

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 **Time is of the essence on this Contract.** The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the site within fifteen (15) days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the Change Order process of Section D.1.
- H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete the Work or any part of it after the date described in Section H.1.2 above.

H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the project or 5 % of the available Contract Time. Schedules with activities of less than one day or valued at less than 1% of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or allocated Contract Time. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall



the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.3 PARTIAL OCCUPANCY OR USE

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

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner's Authorized Representative, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than sixty (60) days for completion of defective (punch list) work, unless otherwise agreed. At the end of that period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the Work not be complete, and all corrections made, the costs for all subsequent re-inspections shall be borne by the Contractor. If Contractor fails to complete the punch list work within the above time period, without affecting Contractor's obligations Owner may perform such work and Contractor shall reimburse Owner all costs of the same within thirty (30) days after demand.

I.2 WARRANTY WORK

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of substantial completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent.

The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, without affecting Contractor's obligations, Owner may perform such



work and Contractor shall reimburse Owner all costs of the same within thirty (30) Days after demand.

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

SECTION J SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

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



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

J.2 CONTRACTOR'S RESPONSIBILITIES

- J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the project in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

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

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

- J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
- (a) If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
 - (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
 - (c) If a receiver should be appointed on account of Contractor's insolvency;
 - (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
 - (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or
 - (f) If Contractor is otherwise in material breach of any part of the Contract.
- J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and in addition, Owner may take possession of the



premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.
- J.5.2 The Owner will provide the Contractor with seven (7) days prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the Owner, Contractor shall upon termination transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

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

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O & M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required.



Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets of O & M Manuals to the Owner's Authorized Representative.

K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized affidavit/release of liens and claims form, in a form satisfactory to Owner, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

K.4 COMPLETION NOTICES

- K.4.1 Contractor shall provide Owner notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.
- K.4.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the Owner's Authorized Representative with submission of the request for the Substantial Completion notice.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up which



was performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above.

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned certificate of occupancy from the appropriate state and/or local building officials, unless failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

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

K.10 SURVIVAL

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract

SECTION L LEGAL RELATIONS & RESPONSIBILITIES

L.1 LAWS TO BE OBSERVED

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

L.2 FEDERAL AGENCIES

Agriculture, Department of
Forest Service
Soil Conservation Service
Coast Guard
Defense, Department of
Army Corps of Engineers
Energy, Department of
Federal Energy Regulatory Commission
Environmental Protection Agency



Health and Human Services, Department of
Housing and Urban Development, Department of
Solar Energy and Energy Conservation Bank
Interior, Department of
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Mines
Bureau of Reclamation
Geological Survey
Minerals Management Service
U.S. Fish and Wildlife Service
Labor, Department of
Mine Safety and Health Administration
Occupation Safety and Health Administration
Transportation, Department of
Federal Highway Administration
Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of
Agriculture, Department of
Soil and Water Conservation Commission
Columbia River Gorge Commission
Energy, Department of
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Human Resources, Department of



Consumer and Business Services, Department of
Land Conservation and Development Commission
Parks and Recreation, Department of
State Lands, Division of
Water Resources, Department of

L.4 LOCAL AGENCIES

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

END OF SECTION



A. DESIGN-BUILD CONTRACTOR'S CONSTRUCTION SCHEDULES

- A.1 The Design-Build Contractor (DBC), promptly and within twenty (20) days after being awarded the Contract, shall prepare and submit for the Owner's and Owner's Representative's information a preliminary schedule for the Work consistent with the with the requirements of the Contract Documents. Prior to submitting its first Application for Payment, the Design-Build Contractor, after consultation with its subcontractors, shall submit six (6) hard copies and one (1) electronic copy of the Project 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 Project schedule shall not be changed without the prior written consent of the Owner.
- A.2 The Design-Build Contractor shall prepare and keep current, for review by Owner's Representative, a schedule of submittals which is coordinated with the Project schedule and allows the Owner and the Owner's Representative reasonable time to review in accordance with the Specifications and submittal procedures. The Design-Build Contractor should expect a response time of approximately 21 days from the Owner's Representative. Neither the Owner's Representative nor the Owner can represent or guarantee response times from governmental authorities, such as permitting agencies. Neither the Design-Build Contractor's preparation nor the Owner's Representative's receipt or review shall modify the Design-Build Contractor's responsibility to make required submittals or to do so in a timely manner.
- A.3 The Design-Build 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 Design-Build 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 Design-Build Contractor to furnish such additional labor, materials, equipment or services to comply with the schedule, and all costs thereof shall be borne by the Design-Build Contractor and shall not increase the GMP. 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 Design-Build 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 the Owner's Representative of any impacts or delays or potential impacts or delays. The Design-Build 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.

B. SUBCONTRACTORS

- B.1 **DEFINITIONS** 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 in privity with the Owner or subcontractors of a separate contractor.

- B.2 **AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

The Design-Build Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Owner's Representative makes reasonable objection to such substitute.



The Design-Build 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 Design-Build Contractor.

B.3 SUBCONTRACTUAL RELATIONS

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. By appropriate agreement, written where legally required for validity, the Design-Build Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Design-Build Contractor by terms of the Contract Documents, and to assume toward the Design-Build Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner or Owner's Representative. Each subcontract agreement shall preserve and protect the rights of the Owner and Owner's Representative 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 Design-Build Contractor shall require each Subcontractor to enter into similar agreements with other Subcontractors, either of the same tier or of a different tier. The Design-Build 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.

B.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

B.4.1 Each subcontract agreement for a portion of the Work is assigned by the Design-Build Contractor to the Owner or to another contractor should Owner so elect and consent, provided that:

- (a) 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 Design-Build Contractor in writing; and
- (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Project.

B.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.

C. CHANGES IN THE WORK

C.1 GENERAL

C.1.1 Changes in the Work may be accomplished after execution of the Design-Build Agreement, 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 Section C and elsewhere in the Contract Documents.

- C.1.2 A Change Order shall be based upon agreement among the Owner, Design-Build Contractor and Owner's Representative; a Construction Change Directive requires agreement by the Owner and Owner's Representative and may or may not be agreed to by the Design-Build Contractor; an order for a minor change in the Work may be issued by the Owner's Representative alone.
- C.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Design-Build Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.
- C.1.4 Before effectuating a change in the Work, the Owner may request the Design-Build 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 Design-Build 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 C.5 for the Design-Build Contractor and major Subcontractors. If the Design-Build 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 Owner's Representative may confer directly with Subcontractors of any tier concerning any item proposed to the Owner under this Article.

C.2 CHANGE ORDERS

- C.2.1 A Change Order is a written instrument which may be prepared by the Owner's Representative and signed by the Owner and Design-Build Contractor and which may also be signed by the Owner's Representative, stating their agreement upon all of the following:
 - (a) change in the Work;
 - (b) the amount of the adjustment, if any, in the Contract Sum; and
 - (c) the extent of the adjustment, if any, in the Contract Time.
- C.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section C.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 Design-Build Contractor related to deductive Change Orders.

C.3 CONSTRUCTION CHANGE DIRECTIVES



- C.3.1 A Construction Change Directive is a written order which may be prepared by the Owner's Representative and signed by the Owner, and which may also be signed by the Owner's Representative, 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.
- C.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- C.3.3 If the Construction Change Directive provides for an adjustment in the Contract Sum, the adjustment shall be based on one of the following methods:
- (a) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - (b) unit prices stated in the Contract Documents or subsequently agreed upon;
 - (c) 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
 - (d) as provided in Section C.3.6.
- C.3.4 Upon receipt of a Construction Change Directive, the Design-Build Contractor shall promptly proceed with the change in the Work involved. As soon as possible, and within seven (7) days of receipt, the Design-Build Contractor shall advise the Owner's Representative in writing of the Design-Build 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 Design-Build 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 Design-Build Contractor shall conclusively be deemed to have accepted the Owner's adjustment. The Design-Build Contractor's disagreement shall not relieve the Design-Build Contractor of its obligations to comply promptly with any written notice issued by the Owner or the Owner's Representative. The adjustment shall then be determined by the Owner's Representative in accordance with the provisions of the Contract Documents.
- C.3.5 A Construction Change Directive signed by the Design-Build Contractor indicates the agreement of the Design-Build 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.
- C.3.6 If the Design-Build Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, or if cost is to be determined under Section C.3.3(c), the Design-Build Contractor shall keep and present, itemized in the categories of Section C.5 and in such form as the Owner's Representative 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 Section C.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 Section D, shall be limited to the reasonable value, as determined by the Owner's Representative (subject to appeal through the dispute resolution procedure of Section D), of the items in Section C.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 Owner's Representative and the Owner may communicate directly with Subcontractors concerning costs of any Work included in a Construction Change Directive. If the Design-Build Contractor disagrees with the method for the adjustment in the Contract Time, the adjustment and method shall be referred to the Owner's Representative for determination, and any adjustment shall be limited to the change in the actual critical path of the Project Schedule directly caused thereby.

- C.3.7 The amount of credit to be allowed by the Design-Build Contractor to the Owner for a deletion or change which results in a net decrease in the GMP shall be the largest of
- (a) the reasonable and prevailing value of the deletion or change;
 - (b) the line item value in the Schedule of Values: or
 - (c) the actual net cost as confirmed by the Owner's Representative. 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.
- C.3.8 Pending final determination of the total cost of a Construction Change Directive, 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 Design-Build 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.
- C.3.9 When the Owner and Design-Build Contractor agree with the determination made by the Owner's Representative 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.

C.4 MINOR CHANGES IN THE WORK

- C.4.1 The Owner's Representative 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 affected by written order and shall be binding on the Owner and Design-Build Contractor. The Design-Build Contractor shall carry out any and all such written orders promptly. If at the option of the Owner, the Owner's Representative 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 Owner's Representative may perform, the Design-Build 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.

C.5 PRICING COMPONENTS

C.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:

- (a) 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.
- (b) Fringe benefits: Fringe benefits paid by the Design-Build 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 Design-Build Contractor for vacations, per diem, bonuses, stock options, or discretionary payments to employees are not reimbursable.
- (c) 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.
- (d) Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

C.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 Owner's Representative. Discounts and rebates based on prompt payment may be included, however, if the Design-Build Contractor offers but the Owner declines the opportunity.

C.5.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work and rented by the Design Build Contractor from an independent entity 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 American Association of Equipment Dealers 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 American Association of Equipment Dealers, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner's Representative 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.

C.5.4 Cost of change in insurance or bond premium. This is defined as:

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

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

C.5.5 Subcontractor costs: These are payments the Design-Build 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 Section C.5.

C.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:

- (a) The Design-Build Contractor shall receive 15% of the cost of any materials supplied or work properly performed by the Design-Build Contractor's own forces.
- (b) The Design-Build 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.
- (c) Each Subcontractor of any tier shall receive 12% of the cost of any materials properly supplied or work properly performed by its own forces.
- (d) 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.
- (e) The cost to which this Fee is to be applied shall be determined in accordance with Sections C.5.1 through C.5.4.
- (f) The total summed Fee of the Design-Build Contractor and all Subcontractors of any tier shall not exceed 25%. None of the fee percentages authorized in this Section C.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.

D. CLAIMS AND DISPUTES

- D.1.1 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, 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 Design-Build 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.
- D.1.2 Time Limits on Claims. Except as otherwise provided in the Design-Build Agreement, 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 Owner's Representative and the other party.
- D.1.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as otherwise provided in the Design-Build Agreement, the Design-Build Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- D.1.4 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 Design-Build Contractor shall give written notice to the Owner and the Owner's Representative promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Owner's Representative may promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Design-Build 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 Owner's Representative 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 Owner's Representative may so notify the Owner and Design-Build Contractor in writing, stating the reasons. Any claim of the Design-Build Contractor arising from the Owner's Representative's determination shall be made in accordance with the dispute resolution procedures set forth in Sections D.2.4 through D.2.6. 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 Design-Build Contractor's prior visits, observations, tests or for which the Design-Build Contractor assumed any responsibility to verify.
- D.1.5 Claims for Additional Cost. If the Design-Build 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 Sections D.2.4 through D.2.6



or it will be deemed waived. Prior notice is not required for Claims relating to an emergency endangering life or property.

D.1.6 If the Design-Build Contractor believes additional cost is involved for reasons including, but not limited to

- (1) a written interpretation from the Owner's Representative,
- (2) an order by the Owner to stop the Work where the Design-Build Contractor was not at fault,
- (3) a written order for a minor change in the Work issued by the Owner's Representative,
- (4) failure of payment by the Owner,
- (5) termination of the Contract by the Owner,
- (6) Owner's suspension or
- (7) other reasonable grounds, a Claim shall be filed in accordance with this Section D.1. All Claims for additional costs shall include any and all costs, including, but not limited to, any and all direct and indirect costs thereof.

D.1.7 Claims for Additional Time

D.1.7.1 If the Design-Build Contractor wishes to make a 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 Design-Build Contractor, a Subcontractor of any tier, or the Owner's Representative, or anyone acting on behalf of any of them, the Design-Build 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 Design-Build Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Design-Build Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

D.1.7.2 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 Design-Build Contractor shall be entitled to a change in the Contract Time only if the Design-Build Contractor can substantiate to the reasonable satisfaction of the Owner and Owner's Representative 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 number to be expected for the same period from the aforesaid data, and the Owner



grants the Contractor a time extension, the Contract Time will be extended by the corresponding number of calendar days indicated on the critical path.

- D.1.8 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.
- D.1.9 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 the Design-Build Contractor, the applicable unit prices shall be equitably adjusted.
- D.1.10 Time is of the Essence. The parties agree that the Owner shall be entitled to all of its actual damages for each day or partial day that each improvement is not completed and occupied as required by this Agreement, or to liquidated damages as provided in the Design-Build Agreement, whichever amount is greater.

D.2 RESOLUTION OF CLAIMS AND DISPUTES

- D.2.1 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.
- D.2.2 The Design-Build Contractor shall submit a written notice of any Claim to the Owner and the Owner's Representative within 14 days of the occurrence of the event giving rise to such Claim (unless a different period is specified in the Design-Build Agreement) and shall include a clear description of the event leading to or causing the Claim. The Design-Build Contractor shall submit a written Claim as provided herein within 30 days of the notice (unless a different period is specified in the Design-Build Agreement). 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) resulting from the Claim and shall provide data fully supporting the Claim. Failure to properly submit the notice of Claim or the written 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 Design-Build Contractor (and Subcontractors of any tier) is entitled. Any claim of a Subcontractor of any tier may be brought only in the name of, and after review by, the Design-Build Contractor.
- D.2.3 Upon receipt of a Claim against the Design-Build Contractor or at any time thereafter, the Owner's Representative 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 Design-Build Contractor's default, the Owner's Representative or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.2.4 Within 30 days of the Owner's receipt of the written Claim, the Design-Build Contractor may require that an officer of the Design-Build Contractor, a principal of the Owner's Representative, 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 Design-Build Contractor may bring no claim against the Owner unless the Claim is first subject to nonbinding mediation as described in the following paragraph. This requirement cannot be waived except by an explicit written waiver.

- D.2.5 The Design-Build Contractor agrees that the Owner may join the Design-Build Contractor as a party to any litigation/arbitration involving the alleged fault of the Design-Build Contractor or a Subcontractor of any tier.

D.3 MEDIATION

- D.3.1 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.
- D.3.2 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.
- D.3.3 The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in Yamhill County, Oregon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- D.3.4 An officer of the Design-Build Contractor 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 Owner's Representative or Subcontractors, such parties' representatives, also with the authority to settle the Claim, shall also attend the mediation session. Unless the Owner and the Design-Build 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.

D.4 LITIGATION

- D.4.1 The Design-Build Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in accordance with the procedures required by Sections D.2.1 through D.2.3 above. All unresolved Claims of the Design-Build Contractor shall be deemed waived and released unless the Design-Build 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 Design-Build Contractor. The pendency of a 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 Design-Build 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 or the Owner's Representative.

END OF SECTION

SUBSTITUTION REQUEST FORM

TO: Ashland School District

DATE: _____

PROJECT: Direct Digital Controls Project

PROJECT NO.: _____

1. We hereby submit for your consideration the following product instead of the specified item for the above project:

<u>Section</u>	<u>Page</u>	<u>Line/Paragraph</u>	<u>Specified Item</u>
_____	_____	_____	_____

2. Proposed Substitution: _____

3. Reason for Substitution: _____

4. Attach complete technical data, catalog cuts, drawings, samples, etc. Exact models and description of products shall be noted with any deviation noted.

5. Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

6. Does the substitute affect dimensions shown on Drawings? _____

6a. If so, how? _____

7. Describe the effect substitution has on other trades: _____

8. Describe differences between proposed substitution and specified item: _____

9. Manufacturer's guarantees of the proposed and specified items are: Same Different (explain on attachment).

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item. The undersigned agrees to pay for changes to the building and systems design, including engineering and detailing costs caused by the requested substitution?

SUBMITTED BY:

Signature _____

Firm _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone: _____ FAX: _____

FOR REVIEWER

- _____ Approved for Bidding subject to review and approval of Submittals (and as noted below)
- _____ Rejected - Inadequate information
- _____ Not Accepted
- _____ Received Too Late

By: _____ Date: _____

Remarks: _____

****** Answer all questions *** Fill in all blanks *** Use back of form & attachments as needed ******

END OF SECTION

Attachment A

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts



Christina E. Stephenson
Labor Commissioner
Rates Effective January 5, 2025



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, 2025.

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) 245-3844.

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.

Separate documents, [Definitions of Covered Occupations for Public Works Contracts in Oregon](#), provide 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) 245-3844, 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



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JANUARY 5, 2025

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Public Works Bonds..... 2

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Forms necessary to comply with ORS 279C.800 through ORS 279C.870 can be found on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>. Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevailing wage rate projects.

All of the information in this booklet can be accessed and printed from the Internet at: www.oregon.gov/BOLI

Pursuant to ORS 279C.800 to ORS 279C.870, the prevailing wage rates contained in this booklet have been adopted for use on public works contracts in Oregon.

Required Postings for Prevailing Wage Contractors and Subcontractors

PREVAILING WAGE RATES

Every contractor and subcontractor engaged in work on a public works must post the applicable prevailing wage rates for that project in an obvious place on the worksite, so workers have ready access to the information.

DETAILS OF FRINGE BENEFIT PROGRAMS

When a contractor or subcontractor provides or contributes to a health and welfare plan or a pension plan, or both, for employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the worksite.

The posting must include a description of the plan or plans, information about how and where claims can be made and where to obtain more information. The notice must be posted in an obvious place on the work site in the same location as the prevailing wage rates.

WORK SCHEDULE

Contractors and subcontractors must give workers 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.) A map of these regions can be found on [BOLI's website](#).

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/Documents/2024%20PWR%20Law%20book%20-%20FINAL.pdf>.

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) 245-3844.

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	5
Boilermaker	5
Bricklayer/Stonemason	5
Bridge and Highway Carpenter (See Carpenter Group 5)	5
Carpenter	5
Cement Mason	6
Diver	7
Diver Tender	7
Dredger	7
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	8
Drywall Taper (See Painter & Drywall Taper)	17
Electrician	9
Elevator Constructor, Installer and Mechanic	13
Fence Constructor (Non-Metal)	13
Fence Erector (Metal)	13
Flagger (Laborer Group 1)	14
Glazier	13
Hazardous Materials Handler	13
Highway/Parking Striper	13
Ironworker	14
Laborer	14
Landscape Laborer/Technician	15
Limited Energy Electrician	15
Line Constructor	17
Marble Setter	17
Millwright Group 1 (See Carpenter Group 3)	5
Painter & Drywall Taper	18
Piledriver (See Carpenter Group 6)	5
Plasterer and Stucco Mason	18
Plumber/Pipefitter/Steamfitter	18
Power Equipment Operator	19
Roofer	21
Sheet Metal Worker	22
Soft Floor Layer	24
Sprinkler Fitter	24
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	24
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	25
Truck Driver	26

ASBESTOS WORKER/INSULATOR

60.62 24.42

Firestop Containment

46.64 17.98

BOILERMAKER

43.83 32.22

BRICKLAYER/STONEMASON

47.63 25.55

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	51.69	15.81
Group 2	51.86	15.81
Group 3 (Millwrights)	58.85	20.98
Group 4		Eliminated
Group 5 (Bridge & Highway)	52.98	15.81
Group 6 (Piledrivers)	52.98	15.81

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 information on Reference Cities for Zone Differential and Premium Pays on page 6.

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

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 1, 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, 2, 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	43.13	22.05
Group 2	44.03	22.05
Group 3	44.03	22.05
Group 4	44.93	22.05

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 (Page 7).
- Zone B: Projects located 80-99 miles of the respective city hall of the Reference Cities listed below (Page 7).
- Zone C: Projects located 100 or more miles of the respective city hall of the Reference Cities listed below (Page 7).

See more information on Reference Cities for Zone Differential on page 7.

CEMENT MASON (continued)

Reference Cities for Cement Mason

Bend	Eugene	Pendleton	Salem	Vancouver
Corvallis	Medford	Portland	The Dalles	

When a contractor takes 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	124.80	19.40
DIVER TENDER	62.40	19.40

Any Diver or Diver’s Tender working on a project more than 50 miles from Portland, OR city hall shall receive forty dollars (\$40.00) per day in addition to their regular pay. Miles are calculated via the “shortest route” filter using Google Maps from Portland, OR city hall or the employee’s primary residence; whichever one is closer

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)	58.75	16.95
Assistant Engineer (Watch Engineer, Mechanic Machinist)	55.59	16.95
Tenderman (Boatman Attending Dredge Plant), Fireman	54.10	16.95
Fill Equipment Operator	52.93	16.95
Assistant Mate	50.23	16.95

See more information on Zone Differential on page 8.

DREDGER (continued)

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

1. DRYWALL INSTALLER	51.49	15.81
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	51.49	15.81

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.

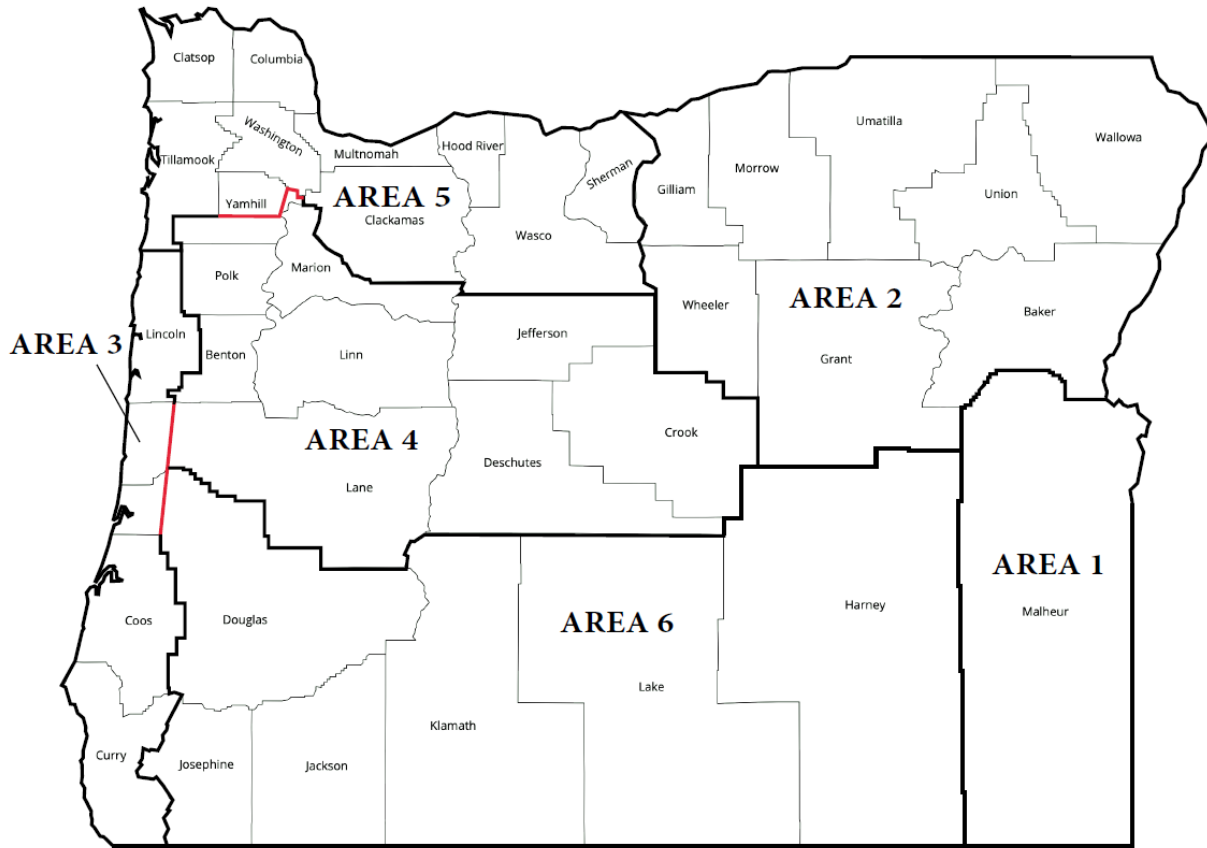
Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

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

Electrician/Limited Energy Electrician Area Map



Note: If you are unable to determine the area of a project located on or near the cross-county boundaries marked in red on the map, call or email the BOLI Prevailing Wage Rate Coordinator at (971) 245-3844 or PWR_email@boli.oregon.gov.

Area 1

Electrician	42.55	19.85
Wireman Welder/Cable Splicer	46.81	20.11

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 1:00am – 8 hours pay for 8 hours work plus 10% 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.

Work will be paid at time and one half the regular rate: (1) When workmen are under compressed air or where gas masks are required; (2) When working tunnels or shafts where danger of falling rocks or other debris exists; and (3) When working from suspended or swinging scaffolds or boson’s chairs.

ELECTRICIAN (continued)

Area 2

Electrician	58.00	25.92
Cable Splicer	60.90	26.01
Certified Welder	72.50	26.36
Material Handler	34.80	19.32

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	51.76	26.90
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Reference Counties

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

(a) Those portions of Lane and Douglas counties lying **west** of the red line on the Electrician Area Map posted above.

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	56.46	24.05
Cable Splicer	62.11	24.22
Lighting Maintenance/Material Handler	27.76	10.73

Reference Counties for Area 4

Benton	Jefferson	Marion
Crook	Lane (b)	Polk
Deschutes	Linn	Yamhill (c)

(b) Those portions of Lane and Douglas counties lying **east** of the red line on the Electrician Area Map posted above.

(c) The portion of Yamhill county lying **south** of the red line on the Electrician Area Map posted above.

Shift Differential*

1 st Shift “day”	Between the hours of 8:00am and 4:30pm	– 8 hours pay for 8 hours work
2 nd Shift “swing”	Between the hours of 4:30pm and 1:00am	– 8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift “graveyard”	Between the hours of 12:30am and 9:00am	– 8 hours pay for 8 hours work plus 31.4% for all hours worked.

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

Area 5

Electrician	63.50	31.98
Electrical Welder	69.85	32.17
Material Handler/Lighting Maintenance	36.20	21.97

Reference Counties

Clackamas	Hood River	Tillamook	Yamhill (d)
Clatsop	Multnomah	Wasco	
Columbia	Sherman	Washington	

(d) The portion of Yamhill county lying **north** of the red line on the Electrician Area Map posted above.

Shift Differential*

1 st Shift “day”	Between the hours of 7:00am and 5:30pm	– 8 hours pay for 8 hours work
2 nd Shift “swing”	Between the hours of 4:30pm and 3:00am	– 8 hours pay for 8 hours work plus 17.3% for all hours worked
3 rd Shift “graveyard”	Between the hours of 12:30am and 11:00am	– 8 hours pay for 8 hours work plus 31.4% for all hours worked.

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

See more information about Zone Pay on page 12.

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.

When workers are performing electrical work on a structure at or above the 90 ft. level directly above the ground, floor, roadway, roof or water where scaffolding or special safety devices which have not been approved by the Occupational Safety and Health Administration are used, the wage rate for such work shall be double the straight time hourly rate.

Area 6

Electrician	45.58	20.70
Lighting Maintenance and Material Handler	22.84	10.59

Reference Counties

- Douglas (e) Jackson Klamath
- Harney Josephine Lake

(e) The portion of Douglas county lying **east** of the red line on the Electrician Area Map posted above.

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

When such work is performed outside of the regularly scheduled working hours, workmen shall be paid three (3) times the regular rate of pay. An assignment of work referred to in this Section shall entitle the workman to the premium rate for a period of at least two (2) hours.

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1

Mechanic **67.61** **43.84**

Reference Counties

Baker Union Wallowa

Umatilla – **See Area 2 rate**

Area 2

Mechanic **67.89** **43.87**

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	

39.11 **17.30**

FENCE CONSTRUCTOR (NON-METAL)

FENCE ERECTOR (METAL) **39.11** **17.30**

GLAZIER **53.15** **23.07**

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.

HAZARDOUS MATERIALS HANDLER **30.03** **16.18**

HIGHWAY/PARKING STRIPER **71.75** **16.67**

IRONWORKER

Zone 1 (Base Rate): **46.82** **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

Portland Richland

LABORER

Zone A (Base Rate):

Group 1 (Includes Flagger)	39.11	17.30
Group 2	40.41	17.30
Group 3	40.91	17.30
Group 4	34.39	17.30
Group 5 (Landscape Laborer)	28.01	17.30

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 Differential and Live Sewer Pay on page 15.

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).

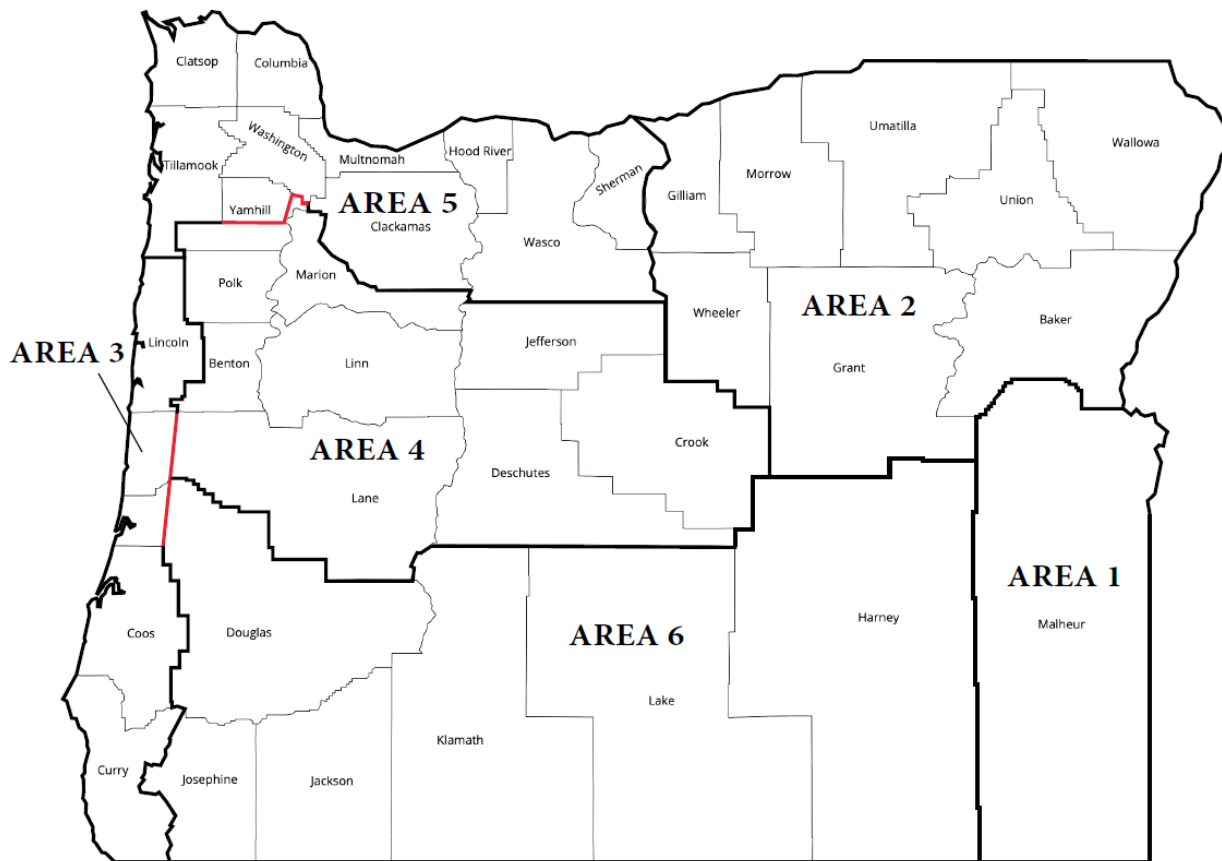
Any Laborer working in Live Sewers shall receive forty dollars (\$40) per day in addition to their regular pay.

LANDSCAPE LABORER/TECHNICIAN (Laborer Group 5)

See Laborer Group 5 Rate

LIMITED ENERGY ELECTRICIAN

Electrician/Limited Energy Electrician Area Map



Note: If you are unable to determine the area of a project located on or near the cross-county boundaries marked in red on the map, call or email the BOLI Prevailing Wage Rate Coordinator at (971) 245-3844 or PWR.email@boli.oregon.gov.

Area 1

37.90

15.65

Reference County

Malheur

LIMITED ENERGY ELECTRICIAN (continued)

Area 2 **37.97** **18.44**

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Area 3 **41.93** **24.17**

Reference Counties

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

(a) Those portions of Lane and Douglas counties lying **west** of the red line on the Electrician Area Map posted above

Area 4 **42.98** **19.40**

Reference Counties

Benton	Jefferson	Marion
Crook	Lane (b)	Polk
Deschutes	Linn	Yamhill (c)

(b) Those portions of Lane and Douglas counties lying **east** of the red line on the Electrician Area Map posted above.

(c) The portion of Yamhill county lying **south** of the red line on the Electrician Area Map posted above.

Area 5 **52.12** **26.76**

Reference Counties

Clackamas	Hood River	Tillamook	Yamhill (d)
Clatsop	Multnomah	Wasco	
Columbia	Sherman	Washington	

(d) The portion of Yamhill county lying **north** of the red line on the Electrician Area Map posted above.

Area 6 **35.49** **17.99**

Reference Counties

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) The portion of Douglas county lying **east** of the red line on the Electrician Area Map posted above.

LINE CONSTRUCTOR

Area 1 (All Regions)

Group 1	71.87	26.13
Group 2	64.17	25.79
Group 3	41.12	17.94
Group 4	55.19	22.18
Group 5	48.13	18.97
Group 6	38.50	18.53
Group 7	22.84	14.16

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 **48.63** **25.55**

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	35.62	15.94
INDUSTRIAL PAINTING	37.69	15.94
BRIDGE PAINTING	44.20	15.94

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
Zone A (Base Rate) **45.52** **21.03**

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.

See more information on Dispatch Cities for Zone Differential on page 18.

PAINTER & DRYWALL TAPER (continued)

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."

Zone A (Base Rate) **44.61** **19.63**

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.

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 **39.90** **18.67**

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.

PLUMBER/PIPEFITTER/STEAMFITTER (continued)

Area 2

62.95

33.76

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

57.92

36.35

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

POWER EQUIPMENT

ZONE 1



POWER EQUIPMENT OPERATOR (continued)

Zone 1 (Base Rate)

Group 1	58.94	17.15
Group 1A	61.10	17.15
Group 1B	63.26	17.15
Group 2	57.03	17.15
Group 3	55.88	17.15
Group 4	52.55	17.15
Group 5	51.31	17.15
Group 6	48.09	17.15

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).

See more information on Hazard Pay and Shift Differential calculation on Page 21.

POWER EQUIPMENT OPERATOR (continued)

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) 245-3844.

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

42.27

21.94

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.

ROOFER (Continued)

Area 2 **39.36** **18.76**

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**

Application, spudding and cutting or removal of coal tar products 10%over basic wage scale.

Application, spudding and cutting fiberglass insulation add a 10% over the basic wage scale.

Area 4 **42.27** **21.94**

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 **42.27** **21.94**

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 **53.60** **29.66**

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	

See more information on Shift Differential calculation on Page 23.

SHEET METAL WORKER (Continued)

Swing Shift Operations:

When a second (or “swing”) shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus \$7.85 for all hours worked.

Graveyard Shift Operations:

When the second (or “graveyard”) shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus \$12.04 for all hours worked.

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**

Area 3

47.76

27.70

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

43.08

27.62

Reference Counties

Douglas Jackson Klamath Lane
Harney Josephine Lake Malheur

Coos – **See Area 5 rate** Curry – **See Area 5 rate**

Swing Shift Operations:

When a second (or “swing”) shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus \$6.45 for all hours worked.

Graveyard Shift Operations:

When the second (or “graveyard”) shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus \$9.90 for all hours worked.

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.

SHEET METAL WORKER (Continued)

Area 5 **43.44** **28.66**

Reference Counties

Coos Curry

Swing Shift Operations:

When a second (or “swing”) shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus \$6.51 for all hours worked.

Graveyard Shift Operations:

When the second (or “graveyard”) shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus \$9.98 for all hours worked.

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 **42.03** **18.83**

SPRINKLER FITTER

Area 1 **48.32** **26.98**

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	

Area 2 **41.48** **26.97**

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) **43.79** **17.05**

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

TENDER TO PLASTERER AND STUCCO MASON

Zone A (Base Rate) **42.62** **17.30**

Zone Differential for Tender to Plasterer and Stucco Mason – Add to Zone A Base Rate

- Zone B: **6.00** per hour
- Zone C: **9.00** per hour
- Zone D: **12.00** per hour

- Zone A: Projects located within 60 miles of city hall in the reference cities listed.
- Zone B: More than 61 miles but less than 80 miles.
- Zone C: More than 81 miles but less than 100 miles.
- Zone D: More than 101 miles

Reference Cities

Bend	Eugene	Medford	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 **41.31** **22.14**

This trade is tended by “Tile, Terrazzo, & Marble Finisher.” Add \$2.00 when performing terrazzo work.

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

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER **30.75** **16.57**

Add \$2.00 when performing terrazzo work.

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

2. BRICK & MARBLE FINISHER **30.75** **16.70**

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

TRUCK DRIVER

Zone A (Base Rate)

Group 1	33.09	17.58
Group 2	33.24	17.58
Group 3	33.40	17.58
Group 4	33.72	17.58
Group 5	33.97	17.58
Group 6	34.18	17.58
Group 7	34.42	17.58

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, 2025**

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) 245-3844.

Contractor	Address	Date placed	Removal date
A1 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
Alan Tatom	168 Clearwater Avenue NE Salem, OR 97301	7/10/2015	7/9/2025
Cameron Creations, Steven Cameron, Nancy Cameron *	PO Box 2 Lowell, OR 97452	5/25/2000	
Christina Ingram	2676 Copeland Road Harper, Oregon 97606	5/6/2022	5/5/2025
David Miller *	731 NW Naito Parkway, #215 Portland, OR 97209	6/17/2020	
Eugene Graeme	169 SE Cody Lane Madras, OR 97741	7/3/2017	7/2/2027
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
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

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2025**

Contractor	Address	Date placed	Removal date
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
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	
Snake River Construction and Excavation LLC	2676 Copeland Road Harper, Oregon 97606	5/6/2022	5/5/2025
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) 245-3844.



PAYMENT BOND

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* <i>If using multiple sureties</i>	Total Penal Sum of Bond:	\$ _____

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

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the District, and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 279C.600, and shall permit no lien nor claim to be filed or



ASHLAND SCHOOL DISTRICT
ASHLAND HIGH SCHOOL
DIRECT DIGITAL CONTROLS PROJECT
PAYMENT BOND

prosecuted against the District on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the District, or the above-referenced, 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.

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

Dated this _____ day of _____, 2025.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

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

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

Name

Signature

Address

City State Zip

Phone Fax



PERFORMANCE BOND

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* <i>If using multiple sureties</i>	Total Penal Sum of Bond:	\$ _____

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

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the District, and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 279C.600, and shall permit no lien nor claim to be filed or



ASHLAND SCHOOL DISTRICT
ASHLAND HIGH SCHOOL
DIRECT DIGITAL CONTROLS PROJECT
PERFORMANCE BOND

prosecuted against the District on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the District, or the above-referenced, 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.

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

Dated this _____ day of _____, 2025.

PRINCIPAL: _____

By _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY: _____

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

SUBMITTAL/SHOP DRAWING TRANSMITTAL

- Instructions: 1. Contractor review and **stamp** the submittal. Complete Part 1 of this form, attach only (1) submittal specification section to each transmittal, and distribute in accordance with project requirements.
2. Architect's Consultants complete Part 2, attach annotated/stamped submittals and review comments and forward to WESD for distribution.
3. Architect fills out Part 3 and returns to Contractor.

PART 1

TO **HMK Company**
363 State Street
Salem, Oregon 97302

PROJECT: **Ashland High School Direct Digital Controls Project**
PROJECT NO.: _____
DATE _____ SPEC SECTION _____

Transmitted herewith are: [] Shop Drwg, [] Product Data, [] Samples, [] _____ SUBMITTAL NO. _____

Manufacturer _____ Subcontractor/Supplier _____

COPIES **ITEM DESCRIPTION (Drawing No., Date, Sample ID, etc.)**

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |

All questions are assumed to be answered **affirmatively** when compared to the specified item, unless specifically indicated otherwise.

- | | |
|--|--|
| 1. Is the submitted item identical to the specified product with regard to: size constraints; performance characteristics and capacities; same options or accessories without cost change; certification and testing standards; mechanical/electrical/other service connections and load requirements; guarantees/warrantees; in any other manner? _____ | 2. Is the submitted item the same manufacturer and model number or an approved substitute in Addenda # _____ |
| | 3. Does the submitted item have the same impacts on other trades? _____ |
| | 4. Does the submitted item meet all applicable code requirements? _____ |
| | 5. Is the submitted item asbestos free? _____ |
| | 6. Is the submitted item identical in all ways? _____ |

If response to all questions are not affirmative, explain why. _____

If a substitution is made, Contractor is responsible for all impacts the substitution has on the project.

cc: _____

Forwarded to Consultant: _____

By: HMK Company Date: _____

PART 2

TO _____ REMARKS _____
FROM _____, Consultant _____

Date Received by Consultant _____

Date Returned to Architect _____

Reviewed by _____ RECOMMENDED ACTION _____

PART 3

TO _____, Contractor _____

Date Received by Architect _____

Date Returned to Contractor _____

- ACTION: No Exception Taken
 See Consultant Comments
 Note Markings on Drwg/Resubmission not Required
 Revise & Resubmit
 Rejected

Architects review is for general conformance with the design concept and Contract Documents. If any deviations from the Contract Documents are included herein, such deviations shall be presumed by the Contractor as not having been reviewed by the Architects, except where specific emphatic attention is called to the change as a deviation. Markings or comments shall not be construed as relieving the Contractor from compliance with the project plans and specifications. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing his work in a safe manner.

REMARKS _____

Attached are _____ copies/ _____ reproducible(s) for Contractor distribution to Subcontractor, Supplier, Manufacturer or others as appropriate.

cc: _____

By _____



PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Direct Digital Controls Project
- B. Owner's Name: Ashland School District
- C. Architect/Consultant's Name: Christopher Brown, arkitek:design+architecture
- D. Design and installation of a fully integrated controls system including all necessary instruments for 5 separate buildings (C, D, F, G and J) on the Ashland High School campus. Qualified bidder shall provide engineering, installation, calibration, commissioning, acceptance testing assistance, software programming, and checkout for complete and fully operational DDC.

1.02 CONTRACT DESCRIPTION

1.03 WORK BY OWNER

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

1.04 OWNER OCCUPANCY

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

1.05 DESIGN-BUILD CONTRACTOR USE OF SITE AND PREMISES

- A. Except as otherwise stipulated herein, DBCs will have complete use of the Premises within the boundaries of the project as shown on the Drawings for the execution of the Work.
- B. The possession, use, or distribution of illicit drugs and alcohol on the Owner's premises is prohibited. Prescription medications brought to the project site shall be in the original container bearing the name of the drug, the name of the physician and the prescribed dosage.



- C. TOBACCO FREE INSTITUTION: All proposers shall comply with OAR 581.021.0110 and ORS 326.051 regarding Tobacco Use on District Building and Grounds. For the purpose of this rule “tobacco” is defined to include any lit or unlit cigarette, cigar, pipe, bidi, clove cigarette, vapor cigarette or E cigarette, and any other smoking product, and spit tobacco, also known as smokeless, dip, chew, and snuff, in any form. 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-business hours.
- D. Tools and building materials shall never be left out when an unsecured work area is vacated.
- E. Ladders and scaffolding will be taken down when an unsecured work area is vacated.
- F. Open holes and other tripping hazards shall be fenced or barricaded when an unsecured work area is vacated.
- G. "Secured Work Area" is defined as an area having a perimeter cyclone fence at least 6 feet in height, with gates which close and lock so that no casual entrance is possible by unauthorized personnel.
- H. Operations resulting in vapors, emissions or flying objects shall be conducted in such a way as to prevent exposure to any unprotected parties or property.

1.06 WORK SEQUENCE

1.07 DUST PROTECTION AND SAFETY BARRIERS

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

1.08 OVERTIME WORK

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

1.09 WORK IN PUBLIC RIGHT-OF-WAY

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



1.10 PROTECTING EXISTING UTILITIES

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

1.11 PROTECTING EXISTING LANDSCAPING & TREES

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



1.12 PROTECTING EXISTING SUBGRADE

- A. DBC shall protect against damage, existing Subgrade and Earthwork provided under this Contract.
- B. Where necessary to accomplish required protection, provide additional Temporary Fill or other approved Cover over Work to be protected.

1.13 PROTECT EXISTING STRUCTURES

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

1.14 HAZARDOUS MATERIALS

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

1.15 CRIMINAL HISTORY CHECK / PHOTO ID

- A. The names of all DBC and all Subcontractor employees who will be on the job site for more than one day must be submitted to the District. These employees shall fill out a criminal history form provided by the District. Criminal history checks will be run through the Oregon State Police as provided for in ORS 326.603. The District shall bear the cost of processing such Criminal history checks.
 - 1. Through the signature on the criminal history form, authorization is also given to HMKCO and its representative to investigate this information. Further, with this signature, consent is given to all governmental agencies, public or private companies and individuals to release information regarding the individual to the HMKCO and to their representative. The District shall bear the cost of processing such Criminal history checks.
- B. In accordance with ORS 326.603(8) the District is required to terminate the employment or contract status of any individual who refuses to consent to a criminal history check of to be



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REQUEST FOR PROPOSALS
SUMMARY
SECTION 01 1000

fingerprinted or falsely swears to the non-conviction of any crime.

- C. In accordance with ORS 326.603(7)(a) no individual found to have been convicted of any crime listed in ORS 342.143 or of an attempt to commit one of the listed crimes shall be allowed to work on any District site.
 - 1. It is vital that employees are instructed to accurately complete criminal history forms. Crimes listed in ORS 342.143 which automatically bar an individual from employment with or contracting with the District are primarily crimes of violence, crimes against children, and sex related crimes. However, falsely swearing that you have not been convicted of a crime obligates the District to terminate employment or contract status even if the crime is not listed in ORS 342.143.
- D. All employees working on site shall wear a Name and Photo Identification Badge. The district shall provide all Photo ID badge. Badge shall state Greater Albany Public Schools, name of the project, employee name, and company they represent.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 00 5000 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.
- B. Section 00 6000 - General Conditions and Document 00 6500 - Supplementary Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 00 7343 - Prevailing Wage Rates.

1.03 SUBMITTALS

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

1.04 SCHEDULE OF VALUES

- A. Form to be used: AIA G703 or equivalent.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.



1. The purpose of the preliminary draft is to confirm the level of detail required by the Design Team, and the DBC is to make adjustments as requested. The Architect will not review any Application submitted until changes requested by the Architect to the preliminary draft have been incorporated.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify the following.
 1. Each major Work Item.
 2. Each subcontracted Work Item. For each major Subcontract (i.e. mechanical, electrical and plumbing), list products and operations of that Subcontract as separate line items. List labor and materials separately for each major subcontractor.
 3. Any Products to be stored, for which separate payments will be requested.
- F. Include separately from each line item, a direct proportional amount of DBC's overhead and profit.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.
- H. Round off values to nearest dollar.
- I. Sum of values listed shall equal total Contract Sum.
- J. Substantiating Data: When requested by Architect, submit justifying Substantiating Data and Line Item Amounts in question.

1.05 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Monthly.
- B. Form to be used: AIA G702 and G703.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work. Include individual line items for change orders involving multiple items.
- H. Submit one digital copy in PDF format of each Application for Payment.



- I. Include the following with the application:
 - 1. Construction progress schedule, revised and current as specified in Section 01 3216.
 - 2. Payment for materials and equipment stored off the site shall be conditioned upon compliance by the DBC with procedures satisfactory to the Owner.
- J. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- K. Submit Applications for Payment to Architect at times stipulated below.
- L. When Architect finds Application properly completed and correct, Architect will transmit 3 copies of Certificate for Payment to Owner for approval of payment, with one copy to DBC, and one retained for files.

1.06 ALTERNATE CONSTRUCTION PAYMENT MANAGEMENT SYSTEMS:

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

1.07 PAYMENT FOR PRODUCTS STORED OFF THE PROJECT SITE

- A. When delay or added cost to Owner can be avoided by storing Products off site, Owner will make payment to DBC for said Products provided that
- B. DBC shall:
 - 1. Locate Storage Facilities within 20 miles of the Architect's Office or the Project Site.
 - 2. Make Storage Facilities available for Architect's visual inspection.
 - 3. Segregate and label Stored Products for specified Project.
 - 4. Assume all risk for loss.
 - 5. Assume responsibility for exceeding Product "Shelf-Life".
 - 6. Protect Stored Products and provide applicable Insurance against their damage, discoloration, and theft, listing the Owner and any Mortgagee as Additional Named Insured.
 - 7. Submit itemized Inventory and Schedule of Values for Stored Products together with Certificate of Insurance.



8. Submit payment requests to Owner as part of DBC's regular Progress Payment Request. Payment requests can only be for the actual invoiced amount to the contractor or sub-contractor by their respective material supplier. Provide copies of invoice to justify amount requested.
9. Reimburse Owner for damages sustained if Stored Products are not delivered to Jobsite when needed.
10. Submit to Owner, with copy to Architect, a written Waiver of Lien insuring Owner against claims for unpaid Storage Costs.
11. Upon receipt of payment from Owner, prepare and issue to Owner, with a copy for Architect, and any Mortgagee, a Bill of Sale for Stored Products.

1.08 PREVAILING WAGE PAYMENT CERTIFICATION

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

1.09 APPLICATION PAYMENT SCHEDULE

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

1.10 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in DBC's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to DBC.



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- C. For other required changes, Architect will issue a Construction Change Directive document signed by Owner instructing DBC to proceed with the change, for subsequent inclusion in a Change Order.
1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a Proposal Request document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. DBC shall prepare and submit a fixed price quotation within 7 calendar days.
- E. DBC may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on DBC's price quotation.
 2. For change requested by DBC, the amount will be based on the DBC's request for a Change Order as approved by Architect.
 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 4. For change ordered by Architect without a quotation from DBC, the amount will be determined by Architect based on the DBC's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.



2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.11 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 1. All closeout procedures specified in Section 01 7000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

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

1.03 CONSTRUCTION ORGANIZATION & START-UP

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



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

1.04 COORDINATING SUBCONTRACTORS' WORK

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

1.05 COORDINATING WORK WITH WORK OF OWNER OR OTHER CONTRACTS

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



1. Coordinate check-out of Utilities, Operational Systems, and Equipment.
 2. Assist in initial start-up and testing.
 3. Record starting dates of Systems and Equipment operation.
- E. At completion of Work of each Subcontract, conduct inspection to assure that:
1. Work is acceptable.
 2. Specified cleaning has been accomplished, and Temporary Facilities and Debris has been removed from Site.
- F. Substantial Completion: See Section 00 2113 1.13

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
1. Owner.
 2. Architect.
 3. Contractor.
 4. Contractor's Superintendent.
 5. Major Subcontractors.
- C. Agenda:
1. Introductions.
 2. Execution of Owner- Contractor Agreement.
 3. Submission of executed bonds, insurance certificates and background checks.
 4. Description of Project
 5. Distribution of Contract Documents.

 6. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.



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



21. Hazardous materials
 22. Construction activities, working hours, use of site and building.
 23. Staging and parking areas.
 24. Temporary facilities and utilities.
 25. Request for information and clarification of design
 26. Correction of Defects.
 27. Weekly on-site progress meetings.
 28. Safety and Emergency Procedures.
 29. Verify that DBC's Mandatory Drug Testing Program is in place.
 30. Daily Clean-up
 31. Project Closeout, substantial completion, final completion.
 32. Record drawings and Operations and Maintenance Manuals
 33. Tour of Project by Owner's staff and guests (if applicable)
 34. Additional Comments
- D. Architect will record minutes and distribute copies within two (2) days after meeting to participants, with digital copies to Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

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



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

3.03 PRE-INSTALLATION CONFERENCES

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



3.04 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 3216

3.05 SUBMITTALS FOR REVIEW

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

3.06 SUBMITTALS FOR INFORMATION

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



2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other information required in individual specification sections.
 8. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

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

3.08 NUMBER OF COPIES OF SUBMITTALS

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



3. Show full range of color, texture & pattern.

3.09 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Transmit each submittal with a transmittal form that clearly describes submittal contents and the quantity of items delivered.
- D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- E. Identify Project, DBC, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- F. Apply DBC's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- G. Deliver submittals to Architect at email address.
- H. Schedule submittals to expedite the Project, and coordinate submission of related items.
- I. For each submittal for review, allow 15 days excluding delivery time to and from the DBC.
- J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- K. Notify Architect in writing, at submission time, of any deviations in Submittals from Contract Document requirements.
- L. Provide space for DBC and Architect review stamps.
- M. When revised for resubmission, identify all changes made since previous submission.
- N. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- O. Submittals not requested will not be recognized or processed.



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- P. Submit Shop Drawings, Product Data, and Samples only for those Items specifically required. The Architect will not be obligated to review Shop Drawings, Product Data, or Samples other than those required by the Contract Documents.
- Q. Perform no Work or Fabrication requiring Submittal until Architect approves Submittal.

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

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

1.03 REFERENCE STANDARDS

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



1.04 SUBMITTALS

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



finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

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

1.05 REFERENCES AND STANDARDS

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

1.06 TESTING AND INSPECTION AGENCIES AND SERVICES

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



PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

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

3.02 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Integrated Exterior Mock-ups: construct integrated exterior mock-up as indicated on Drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mock-up materials as necessary.
- D. Notify Architect fifteen (15) working days in advance of dates and times when mockups will be constructed.
- E. Provide supervisory personnel who will oversee mock-up construction. Provide workers that will be employed during the construction at Project.
- F. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.



- G. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- H. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
- I. Accepted mock-ups shall be a comparison standard for the remaining Work.
- J. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.
- K. Where possible salvage and recycle the demolished mock-up materials.

3.03 TOLERANCES

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

3.04 TESTING AND INSPECTION

- A. See individual specification sections and the current building code for testing and inspection required.
- B. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Owner of observed irregularities or non-conformance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.



3. Agency may not assume any duties of Owner.
 4. Agency has no authority to stop the Work.
- D. DBC Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Owner beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Owner beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by DBC. Payment for re testing will be charged to the DBC by deducting testing charges from the Contract Price.

3.05 MANUFACTURERS' FIELD SERVICES

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



- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

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

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Construction procedures to promote adequate indoor air quality after construction.
- B. Building flush-out after construction and before occupancy.
- C. Testing indoor air quality after completion of construction.

1.02 PROJECT GOALS

- A. Dust and Airborne Particulates: Prevent deposition of dust and other particulates in HVAC ducts and equipment.
 - 1. Cleaning of ductwork is not contemplated under this Contract.
 - 2. DBC shall bear the cost of cleaning required due to failure to protect ducts and equipment from construction dust.
- B. Airborne Contaminants: Procedures and products have been specified to minimize indoor air pollutants.
 - 1. Furnish products meeting the specifications.
 - 2. Avoid construction practices that could result in contamination of installed products leading to indoor air pollution.

1.03 RELATED REQUIREMENTS

- A. Section 01 4000 - Quality Requirements: Testing and inspection services.
- B. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.

1.04 REFERENCE STANDARDS

- A. ASTM D5197 - Standard Test Method for Determination of Formaldehyde and Other Carbonyl Compounds in Air (Active Sampler Methodology); 2009.
- B. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions From Indoor Sources Using Environmental Chambers; California Department of Public Health; v1.1, 2010.
- C. EPA 600/4-90/010 - Compendium of Methods for the Determination of Air Pollutants in Indoor Air; April 1990.
- D. EPA 625/R-96/010b - Compendium of Methods for the Determination of Toxic Organic Compounds in Ambient Air; January 1999.
- E. SMACNA (OCC) - IAQ Guidelines for Occupied Buildings Under Construction; 2007.



1.05 DEFINITIONS

- A. Adsorptive Materials: Gypsum board, acoustical ceiling tile and panels, carpet and carpet tile, fabrics, fibrous insulation, and other similar products.
- B. Contaminants: Gases, vapors, regulated pollutants, airborne mold and mildew, and the like, as specified.
- C. Particulates: Dust, dirt, and other airborne solid matter.
- D. Wet Work: Concrete, plaster, coatings, and other products that emit water vapor or volatile organic compounds during installation, drying, or curing.

1.06 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Indoor Air Quality Management Plan: Describe in detail measures to be taken to promote adequate indoor air quality upon completion; use SMACNA (OCC) as a guide.
 - 1. Submit not less than 60 days before enclosure of building.
 - 2. Identify potential sources of odor and dust.
 - 3. Identify construction activities likely to produce odor or dust.
 - 4. Identify areas of project potentially affected, especially occupied areas.
 - 5. Evaluate potential problems by severity and describe methods of control.
 - 6. Describe construction ventilation to be provided, including type and duration of ventilation, use of permanent HVAC systems, types of filters and schedule for replacement of filters.
 - 7. Describe cleaning and dust control procedures.
- C. Air Contaminant Test Plan: Identify:
 - 1. Testing agency qualifications.
 - 2. Locations and scheduling of air sampling.
 - 3. Test procedures, in detail.
 - 4. Test instruments and apparatus.
 - 5. Sampling methods.
- D. Air Contaminant Test Reports: Show:
 - 1. Location where each sample was taken, and time.
 - 2. Test values for each air sample; average the values of each set of 3.



3. HVAC operating conditions.
4. Certification of test equipment calibration.
5. Other conditions or discrepancies that might have influenced results.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Low VOC Materials: See Section 01 6116.
- B. Low VOC Materials: See individual sections for specific requirements for materials with low VOC content.

PART 3 EXECUTION

3.01 CONSTRUCTION PROCEDURES

- A. Prevent the absorption of moisture and humidity by adsorptive materials by:
 1. Sequencing the delivery of such materials so that they are not present in the building until wet work is completed and dry.
 2. Delivery and storage of such materials in fully sealed moisture-impermeable packaging.
 3. Provide sufficient ventilation for drying within reasonable time frame.
- B. Begin construction ventilation when building is substantially enclosed.
- C. If extremely dusty or dirty work must be conducted inside the building, shut down HVAC systems for the duration; remove dust and dirt completely before restarting systems.
- D. HVAC equipment and ductwork may NOT be used for ventilation during construction:
 1. Provide temporary ventilation equivalent to 1.5 air changes per hour, minimum.
 2. Exhaust directly to outside.
 3. Seal HVAC air inlets and outlets immediately after duct installation.
- E. Do not store construction materials or waste in mechanical or electrical rooms.
- F. Prior to use of return air ductwork without intake filters clean up and remove dust and debris generated by construction activities.
 1. Inspect duct intakes, return air grilles, and terminal units for dust.
 2. Clean plenum spaces, including top sides of lay-in ceilings, outsides of ducts, tops of pipes and conduit.
 3. Clean tops of doors and frames.



4. Clean mechanical and electrical rooms, including tops of pipes, ducts, and conduit, equipment, and supports.
 5. Clean return plenums of air handling units.
 6. Remove intake filters last, after cleaning is complete.
- G. Do not perform dusty or dirty work after starting use of return air ducts without intake filters.
- H. Use other relevant recommendations of SMACNA (OCC) for avoiding unnecessary contamination due to construction procedures.

3.02 BUILDING FLUSH-OUT

- A. DBC's Option: Either full continuous flush-out OR satisfactory air contaminant testing is required, not both.
- B. Perform building flush-out before occupancy.
- C. Do not start flush-out until:
1. All construction is complete.
 2. HVAC systems have been tested, adjusted, and balanced for proper operation.
 3. Inspection of inside of return air ducts and terminal units confirms that cleaning is not necessary.
 4. New HVAC filtration media have been installed.
- D. Building Flush-Out: Operate all ventilation systems at normal flow rates with 100 percent outside air until a total air volume of 14,000 cubic feet per square foot of floor area has been supplied.
1. Obtain Owner's concurrence that construction is complete enough before beginning flush-out.
 2. Maintain interior temperature of at least 60 degrees F and interior relative humidity no higher than 60 percent.
 3. If additional construction involving materials that produce particulates or any of the specified contaminants is conducted during flush-out, start flush-out over.
 4. If interior spaces must be occupied prior to completion of the flush-out, supply a minimum of 25 percent of the total air volume prior to occupancy, and:
 - a. Begin ventilation at least three hours prior to daily occupancy.
 - b. Continue ventilation during all occupied periods.
 - c. Provide minimum outside air volume of 0.30 cfm per square foot or design minimum outside air rate, whichever is greater.



- E. Install new HVAC filtration media after completion of flush-out and before occupancy or further testing.

3.03 AIR CONTAMINANT TESTING

- A. DBC's Option: Either full continuous flush-out OR satisfactory air contaminant testing is required, not both.
- B. Perform air contaminant testing before occupancy.
- C. Do not start air contaminant testing until:
 - 1. All construction is complete, including interior finishes.
 - 2. HVAC systems have been tested, adjusted, and balanced for proper operation.
 - 3. New HVAC filtration media have been installed.
- D. Indoor Air Samples: Collect from spaces representative of occupied areas:
 - 1. Collect samples while operable windows and exterior doors are closed, HVAC system is running normally as if occupied, with design minimum outdoor air, but with the building unoccupied.
 - 2. Collect samples from spaces in each contiguous floor area in each air handler zone, but not less than one sample per 25,000 square feet; take samples from areas having the least ventilation and those having the greatest presumed source strength.
 - 3. Collect samples from height from 36 inches to 72 inches above floor.
 - 4. Collect samples from same locations on 3 consecutive days during normal business hours; average the results of each set of 3 samples.
 - 5. Exception: Areas with normal very high outside air ventilation rates, such as laboratories, do not need to be tested.
 - 6. When retesting the same building areas, take samples from at least the same locations as in first test.
- E. Outdoor Air Samples: Collect samples at outside air intake of each air handler at the same time as indoor samples are taken.
- F. Analyze air samples and submit report.
- G. Air Contaminant Concentration Limits:
 - 1. Formaldehyde: Not more than 27 parts per billion.
 - 2. PM10 Particulates: Not more than 50 micrograms per cubic meter.
 - 3. Total Volatile Organic Compounds (TVOCs): Not more than 500 micrograms per cubic meter.



4. Chemicals Listed in CAL (CDPH SM) Table 4-1, except Formaldehyde: Allowable concentrations listed in Table 4-1.
 5. Carbon Monoxide: Not more than 9 parts per million and not more than 2 parts per million higher than outdoor air.
- H. Air Contaminant Concentration Test Methods:
1. Formaldehyde: ASTM D5197, EPA 625 Method TO-11A, or EPA 600 Method IP-6.
 2. Particulates: EPA 600 Method IP-10.
 3. Total Volatile Organic Compounds (TVOC): EPA 625 Method TO-1, TO-15, or TO-17; or EPA 600 Method IP-1.
 4. Chemicals Listed in CAL (CDPH SM) Table 4-1, except Formaldehyde: ASTM D5197, or EPA 625 Method TO-1, TO-15, or TO-17.
 5. Carbon Monoxide: EPA 600 Method IP-3, plus measure outdoor air; measure in ppm; report both indoor and outdoor measurements.
- I. Air Contaminant Concentration Determination and Limits:
1. Carbon Monoxide: Not more than 9 parts per million and not more than 2 parts per million higher than outdoor air.
 2. Airborne Mold and Mildew: Measure in relation to outside air; not higher than outside air.
 3. Formaldehyde: Not more than 50 parts per billion.
 4. Formaldehyde: Measure in micrograms per cubic meter, in relation to outside air; not more than 20 micrograms per cubic meter higher than outside air.
 5. Total Volatile Organic Compounds (TVOC): Not more than 500 micrograms per cubic meter.
 6. Total Volatile Organic Compounds (TVOC): Measure in micrograms per cubic meter, in relation to outside air; not more than 200 micrograms per cubic meter higher than outside air.
 7. Particulates (PM₁₀): Not more than 50 micrograms per cubic meter.
 8. Total Particulates (PM): Measure in micrograms per cubic meter, in relation to outside air; not more than 20 micrograms per cubic meter higher than outside air.

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

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

1.03 REFERENCE STANDARDS

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

1.04 SUBMITTALS

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



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

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

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

2.02 NEW PRODUCTS

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

2.03 PRODUCT OPTIONS

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

2.04 MAINTENANCE MATERIALS

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



PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

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



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

3.02 SUBSTITUTIONS AFTER CONTRACT AWARD

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

3.03 CONTRACT COMPLIANCE

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

3.04 OWNER-SUPPLIED PRODUCTS

- A. See Section 01 1000 for identification of Owner-supplied products.
- B. Owner's Responsibilities:
1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to DBC.
 2. Arrange and pay for product delivery to site.
 3. On delivery, inspect products jointly with DBC.



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

3.05 TRANSPORTATION AND HANDLING

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

3.06 STORAGE AND PROTECTION

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



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

END OF SECTION



SUBSTITUTION REQUEST: DATE SUBMITTED _____

1.01 SUBMIT TO ARCHITECT: _____

1.02 PROJECT: _____

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 RFQ/RFP DOCUMENTS APPLY TO THIS PROPOSED SUBSTITUTION.

1.09 SUBMITTED BY:

A. NAME: _____ SIGNATURE: _____

B. FIRM NAME: _____

C. FULL MAILING ADDRESS: _____

D. PHONE: _____ E-MAIL: _____

1.10 FOR USE BY ARCHITECT OR ENGINEER

A. APPROVED OR APPROVED AS NOTED BY: _____

B. NOT APPROVED BY: _____

C. RECEIVED TOO LATE: _____

D. REMARKS: _____

E. DATE OF RESPONSE: _____

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

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

1.03 DEFINITIONS

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



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

1.04 REFERENCE STANDARDS

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

1.05 SUBMITTALS

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

PART 2 PRODUCTS

2.01 MATERIALS

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



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



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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



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3. Modified Bituminous 500
 4. Marine Deck 760
 5. Other 750
- C. Aerosol Adhesives: Provide only products having volatile organic compound (VOC) content not greater than required by GreenSeal GS-36.
1. ~~LEED~~: Not Used
 2. Certification: Require each installer to certify compliance and submit product data showing product content.
 - a. Evidence of Compliance: Acceptable types of evidence are:
 - 1) Current GreenSeal Certification.
 - 2) Report of laboratory testing performed in accordance with GreenSeal GS-36 requirements.
 - 3) Published product data showing compliance with requirements.
 3. GreenSeal limits for specific product categories:
 - a. Aerosol Adhesives VOC Weight g/L minus water
 - 1) General purpose mist spray 65% VOCs by weight
 - 2) General purpose web spray 55% VOCs by weight
 - 3) Special purpose aerosol adhesives (all types) 70% VOCs by weight
- D. Paints and Coatings:
1. Definition: This provision applies to paints and coatings used anywhere on the interior of the building inside the weather barrier, including all primers and sealers.
 2. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. Architectural Paints and Coatings: Do not exceed VOC content limits established in GreenSeal GS-11.
 - b. Anti-Corrosive and Anti-Rust Paints: Do not exceed VOC content limits established in GreenSeal GS-03.
 - c. Clear Wood Finishes, Floor Coatings, Stains, Primers and Shellacs: Do not exceed the VOC content limits established in SCAQMD Rule No. 1113.
 3. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and



water added at project site; or other method acceptable to authorities having jurisdiction.

4. This provision is applicable to LEED Credit EQ 4.1; submit LEED Prohibited Content Installer Certification Forms and all support material per section 01 35 16.07.
5. Certification: Require each installer to certify compliance and submit product data showing product content.
 - a. Evidence of Compliance: Acceptable types of evidence are:
 - 1) Report of laboratory testing performed in accordance with requirements.
 - 2) Published product data showing compliance with requirements.
6. Limits for specific product categories:
 - a. Architectural paints, coatings and primers applied to interior walls and ceilings per GreenSeal GS-11
 - 1) Flats: 50 g/L
 - 2) Non-Flats: 150 g/L
 - 3) Primers 50 g/L
 - b. Interior Anti-Corrosive and Anti-rust paints, coatings and primers per GreenSeal GS-03, Anti-Corrosive Paints
 - 1) 250 g/L
 - c. All other coatings, paints and sealers per SCAQMD Rule #1113, Architectural Coatings
 - 1) Coating CategoryVOC Limit g/L
 - (a) Bond Breakers 350
 - (b) Clear Wood Finishes275
 - (c) Varnish275
 - (d) Sanding Sealers275
 - (e) Lacquer275
 - (f) Clear Brushing Lacquer275
 - (g) Concrete-Curing Compounds100



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- (h) Concrete-Curing Compounds For Roadways and Bridges350
- (i) Dry-Fog Coatings150
- (j) Fire-Proofing Exterior Coatings350
- (k) Fire-Retardant Coatings Clear 650
- (l) Fire-Retardant Coatings Pigmented 350
- (m) Flats50
- (n) Floor Coatings50
- (o) Graphic Arts (Sign) Coatings 500
- (p) Industrial Maintenance (IM) Coatings100
- (q) High Temperature IM Coatings 420
- (r) Zinc-Rich IM Primers100
- (s) Japans/Faux Finishing Coatings350
- (t) Magnesite Cement Coatings450
- (u) Mastic Coatings300
- (v) Metallic Pigmented Coatings500
- (w) Multi-Color Coatings250
- (x) Nonflat Coatings50
- (y) Nonflat High Gloss50
- (z) Pigmented Lacquer 275
- (aa) Pre-Treatment Wash Primers420
- (ab) Primers, Sealers, and Undercoaters100
- (ac) Quick-Dry Enamels 50
- (ad) Quick-Dry Primers, Sealers, and Undercoaters100
- (ae) Recycled Coatings250
- (af) Roof Coatings50
- (ag) Roof Coatings, Aluminum100
- (ah) Roof Primers, Bituminous350



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- (ai) Rust Preventative Coatings100
 - (aj) Shellac Clear 730
 - (ak) Shellac Pigmented 550
 - (al) Specialty Primers100
 - (am) Stains100
 - (an) Stains, Interior 250
 - (ao) Swimming Pool Coatings Repair340
 - (ap) Swimming Pool Coatings Other340
 - (aq) Traffic Coatings100
 - (ar) Waterproofing Sealers100
 - (as) Waterproofing Concrete/Masonry Sealers100
 - (at) Wood Preservatives Below-Ground350
 - (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.scscertified.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 DBC.

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

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



- H. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

1.03 REFERENCE STANDARDS

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

1.04 SUBMITTALS

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



1.05 QUALIFICATIONS

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

1.06 PROJECT CONDITIONS

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



- H. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.07 COORDINATION

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

1.08 DESIGN BUILD CONTRACTOR'S FULL TIME SUPERVISION OF THE WORK

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



PART 2 PRODUCTS

2.01 PATCHING MATERIALS

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.



- C. Notify Architect seven days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

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

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.



- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. The stability and integrity of the existing structure during demolition and selective demolition shall be maintained at levels generally acceptable within the construction industry by the use of temporary bracing, shoring, and underpinning until the proposed structure modifications are completed. In no case shall the existing structure be allowed to become unsafe during construction.
- B. The design, installation, and removal of shoring and bracing systems required to provide temporary support of the existing structure during construction shall be the responsibility of the DBC and shall be designed to support the dead, live, soil, earthquake, and wind loads that may be imposed on the structure during construction in accordance with industry standards and generally accepted engineering principals. Provide the services of a registered professional engineer to design these systems when required by Oregon State Statute and the building code.
- C. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- D. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
 - 2. Provide appropriate temporary signage including signage for exit or building egress.
- E. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- F. Comply with regulatory requirements for Alteration Work:
 - 1. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection.



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2. Obtain required permits from authorities.
 3. Do not close or obstruct egress from any building exit or site exit.
 4. Do not disable or disrupt building fire or life safety systems without 3 days' prior written notice to Owner.
 5. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered. Stop all work in the area and notify the Owner's representative.
 - a. Owner will provide verification, abatement, and removal as required to complete the Work.
- G. Remove existing work as indicated and as required to accomplish new work.
1. Remove items indicated on drawings.
 2. Relocate items indicated on drawings.
 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible
- H. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
1. Notify affected utility companies before starting work and comply with their requirements.
 2. Mark location and termination of utilities.
 3. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 4. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by the Owner. Provide temporary services during interruption of existing utilities, as acceptable to the Owner
 5. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 6. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.



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- a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
7. Verify that abandoned services serve only abandoned facilities.
 8. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- I. Protect existing work to remain.
 1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Cover finish floors to remain.
 5. Use only rubber tired vehicles for conveying materials in building.
 - J. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
 4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
 - K. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
 - L. Refinish existing surfaces as indicated:
 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.



2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- M. Clean existing systems and equipment.
- N. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- O. Clean remaining structure, equipment and facilities of all dirt, dust, and debris caused by demolition work. Return areas to conditions existing prior to the start of the work.
- P. Do not begin new construction in alterations areas before demolition is complete.
- Q. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.



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- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Sawcutting:
 - 1. Employ experienced sawcutting DBC to make all holes, or slab and pavement cutting shown in drawings for architectural, structural, mechanical and electrical work.
 - 2. Do not use water saws in occupied areas, unless otherwise approved.
 - 3. Cut openings square and plumb with sharp edges. Minimize overcutting at corners.
 - 4. Verify location of existing utilities in work area and make proper precautions to protect, disconnect and relocate, or terminate services as directed.
- K. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
- L. Maintain adequate Temporary Support necessary to assure structural integrity of affected Work.
- M. Protect other portions of Project Work against damage and discoloration.
- N. Protect Work exposed by cutting against damage and discoloration.
- O. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- P. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.
- Q. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.



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

3.09 PROTECTION OF INSTALLED WORK

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

3.10 SYSTEM STARTUP

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



or system installation prior to start-up, and to supervise placing equipment or system in operation.

- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION

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

3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.

3.13 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.



- E. Clean interior floors in accordance with flooring manufacturer instructions.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 CLOSEOUT PROCEDURES

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

3.15 SUBSTANTIAL COMPLETION

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- B. Complete all required maintenance work prior to the date of substantial completion.
- C. When DBC considers Work substantially complete, as defined in General Conditions, submit to the Architect:
 - 1. Written notice that Work, or designated portion thereof, is substantially complete.
 - 2. List of Items to be completed or corrected.
 - 3. Copy of Final or Temporary Occupancy Permit.
- D. Architect will, as soon as possible thereafter, make an observation visit to the site to determine completion status.
- E. Should Architect determine that Work is not substantially complete:
 - 1. Architect will promptly notify DBC in writing, giving reasons therefore.
 - 2. DBC shall remedy Work deficiencies, and send second notice of substantial completion to Architect.



3. Architect will review the corrected work.
- F. When Architect concurs that Work is substantially complete, Architect will:
1. Prepare Certificate of Substantial Completion, accompanied by DBC's list of items to be completed or corrected, as verified and amended by Architect.
 2. Submit Certificate to Owner and DBC for their written acceptance of the responsibilities assigned to them in the Certificate.
- G. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- H. Notify Architect when work is considered finally complete.
- I. Complete items of work determined by Architect's final inspection.
- J. See: **Section 00 5000 General Conditions** for additional requirements.

3.16 FINAL ACCEPTANCE

- A. When DBC considers Work complete, submit written certification that:
1. Contract Documents have been reviewed.
 2. DBC has inspected Work for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and Systems have been tested in presence of Owner's Representative and are operational.
 5. Work is complete and ready for final inspection.
- B. Architect will, as soon as possible thereafter, make an observation visit to the site to determine completion status.
- C. Should Architect consider Work incomplete or defective:
1. Architect will promptly notify DBC in writing, listing incomplete or defective Work.
 2. DBC shall immediately remedy deficiencies, and send second written certification to Architect that Work is complete.
 3. Architect will review the corrected Work.
- D. When Architect finds Work acceptable under Contract Documents, Architect will request DBC to make closeout submittals.



3.17 ADDITIONAL FEES FOR DELAYS IN COMPLETING THE WORK

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

END OF SECTION



PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood: May be used as blocking or furring.
 - 5. Land clearing debris, including brush, branches, logs, and stumps; see Section 31 1000 - Site Clearing for use options.
 - 6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 7. Fluorescent lamps (light bulbs).
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- G. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
 - 5. Incineration, either on- or off-site.
 - 6. Use of Owner's trash receptacles.



- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- C. Section 01 7000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.



- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Submit Waste Management Plan within 10 calendar days after receipt of Notice of Award, or prior to any trash or waste removal, whichever occurs sooner; submit projection of all trash and waste that will require disposal and alternatives to landfilling.
- C. Waste Management Plan: Include the following information:
 - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
 - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
- D. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 - 2. Submit Report on a form acceptable to Owner.
 - 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.



- c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 4. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 5. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
 6. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Spill Response Planning - Establish spill prevention and cleanup procedures. Identify all potential spill areas and develop procedures for avoiding and responding to spills should they occur.
- C. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.



- D. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- E. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Pre-Proposal meeting.
 - 2. Pre-Construction meeting.
 - 3. Regular job-site meetings.
- F. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. If an enclosed area is not provided, clearly lay out and label a specific area on-site.
 - 4. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- G. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- H. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- I. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- J. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. **Section 00 6000 General Conditions of Construction Contract** for additional requirements.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Substantial Completion will not commence before the Operations and Maintenance Manuals, Warranties, and the Record Drawings are submitted in accordance with Section 01 7000.
- B. Project Record Documents: Submit documents to Consultant Prior to Substantial Completion.
- C. Operation and Maintenance Data:
 - 1. Submit one paper copy of preliminary draft or proposed formats and outlines of contents before start of Work. Consultant will review draft and return the one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 30 days prior to scheduled date of substantial completion.. This copy will be reviewed and returned, with Consultant comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit three digital copy in PDF file format on CD or DVD discs, and three paper sets of revised final documents in final form prior to date of Substantial Completion.
 - 5. Either the draft copy or the final copy of the O&M manuals must be on the project site during any of the operator training scheduled for the project.



- D. Warranties and Bonds:
1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
 4. Submit three digital copies in PDF file format on CD or DVD discs, and [three] paper sets of final documents prior to date of Substantial Completion.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
- B. Maintenance of documents and samples.
1. Store in DBC's Field Office apart from Documents used for Construction.
 2. Provide Files, Shelving and Cabinets necessary to safely and securely store Documents and Samples.
 3. Maintain Documents in a clean, dry, legible, and good order.
 4. Do not use Record Documents for Construction Purposes.
 5. Make Documents available at all time for Consultant's inspection
- C. Ensure entries are complete and accurate, enabling future reference by Owner.
- D. Store record documents separate from documents used for construction.
- E. Record information concurrent with construction progress.



- F. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- G. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.



- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- F. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. In addition to requirements called for in other sections of this manual, provide the following:
- B. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- D. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- E. Include color coded wiring diagrams as installed.
- F. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- G. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- H. Provide servicing and lubrication schedule, and list of lubricants required.
- I. Include manufacturer's printed operation and maintenance instructions.
- J. Include sequence of operation by controls manufacturer.
- K. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.



- L. Provide control diagrams by controls manufacturer as installed.
- M. Provide DBC's coordination drawings, with color coded piping diagrams as installed.
- N. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- O. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- P. Include test and balancing reports.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Digital O&M Manuals: In addition to binders described below, prepare manuals as PDF documents organized similar to the printed manuals. Copy to one or more properly labeled CD or DVD discs.
 - 1. Searchable PDF files are preferred when possible. Table of Contents and any divider pages in these PDF files must be searchable.
 - 2. Digital copies of O&M Manuals must be organized by section.
- F. Paper & 3 Ring Binder O&M Manuals: Binders to be Wilson Jones #344 Series of equivalent, as approved by the Owner. Minimum ring size 1". When multiple binders are used, correlate data into related consistent groupings. Do not overfill binders.
- G. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- H. Project Directory: Title and address of Project; names, addresses, and telephone numbers of DBC, and subconsultants, with names of responsible parties.
- I. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- J. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.



- K. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- L. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- M. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Operation and maintenance data.
 - c. Field quality control data.
 - d. Original warranties and bonds.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subconsultants, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and when required have been notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Binders to be Wilson Jones #344 Series of equivalent, as approved by the Owner. Minimum ring size 1". Do not overfill binders.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of DBC and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.



3.07 EVIDENCE OF PAYMENTS & RELEASE OF LIENS

- A. DBC shall submit the following:
 - 1. DBC's Affidavit of Payment of Debts and Claims, AIA Document G-706 or equivalent form.
 - 2. DBC's Affidavit of Release of Liens, AIA Document G-706A or equivalent form, including the following:
 - a. Consent of DBC's Surety to Final Payment, AIA Document G-707, or equivalent form.
 - b. DBC's Release or Waiver of Liens.
 - c. Separate releases or waivers of lien for Subcontractors, Suppliers, and others with lien rights against Owner's Property, together with list of those parties.
 - 3. Duly sign and execute all Submittals, before delivery to Consultant.

3.08 DESIGN-BUILD CONTRACTOR'S CLOSEOUT SUBMITTALS TO CONSULTANT

- A. Wage Certification: Section 00 7343 and 01 2000.
- B. Building Official's Certificate of Mechanical & Electrical Inspections.
- C. Building Official's Certificate of Occupancy.

3.09 SPARE PART & MAINTENANCE MATERIAL SUBMITTALS TO OWNER

- A. All spare parts and extra material are to be delivered to the owner prior to the date of substantial completion. Provide written confirmation of delivery, noting quantity and description as well as storage location. Obtain written acceptance from Owner for receipt of stored items.
- B. Specific Requirements: See Specifications Sections.
- C. Products: Identical to those included in Project Work.
- D. Storage Location: Where directed by Owner.
- E. Required Submittals: See Specification Sections.

3.10 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to Consultant, including the following:
 - 1. Original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Adjustments to Cash Allowances
 - c. Other adjustments.



- d. Deductions for uncompleted Work.
- e. Deductions for Reinspection Payments.
- 3. Total Contract Sum, as adjusted.
- 4. Previous Payments.
- 5. Sum remaining due.
- B. Consultant will prepare and issue final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

3.11 FINAL APPLICATION FOR PAYMENT

- A. Follow procedures specified in Section 01 2000.

END OF SECTION



PART 1 GENERAL

1.01 SUMMARY

- A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
 - 1. All software-operated systems
 - 2. HVAC systems and equipment
 - 3. Plumbing equipment
 - 4. Electrical systems and equipment
 - 5. Conveying systems
 - 6. Landscape irrigation
 - 7. Items specified in individual product Sections

1.02 RELATED REQUIREMENTS

- A. Section 01 7800 - Closeout Submittals: Operation and maintenance manuals
- B. Other Specification Sections: Additional requirements for demonstration and training

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures; except:
 - 1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority
 - 2. Submit one copy to the Commissioning Authority, not to be returned
 - 3. Make commissioning submittals on time schedule specified by Commissioning Authority
 - 4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of overall Training Plan; submit in editable electronic format
- B. Draft Training Plans: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
 - 1. Submit to Commissioning Authority for review and inclusion in overall training plan.
 - 2. Submit not less than four weeks prior to start of training.
 - 3. Revise and resubmit until acceptable.
 - 4. Provide an overall schedule showing all training sessions.
 - 5. Include at least the following for each training session:



- a. Identification, date, time, and duration.
- b. Description of products and/or systems to be covered.
- c. Name of firm and person conducting training; include qualifications.
- d. Intended audience, such as job description.
- e. Objectives of training and suggested methods of ensuring adequate training.
- f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
- g. Media to be used, such as slides, hand-outs, etc.
- h. Training equipment required, such as projector, projection screen, etc., to be provided by DBC.

C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.

1. Include applicable portion of O&M manuals.
2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
3. Provide one extra copy of each training manual to be included with operation and maintenance data.

D. Training Reports:

1. Identification of each training session, date, time, and duration.
2. Sign-in sheet showing names and job titles of attendees.
3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
4. Include Commissioning Authority's formal acceptance of training session.

E. Video Recordings: Submit digital video recording of each demonstration and training session for Owner's subsequent use.

1. Format: DVD Disc.
2. Label each disc and container with session identification and date.

1.04 QUALITY ASSURANCE

A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.

1. Provide as instructors the most qualified trainer of those DBCs and/or installers who actually supplied and installed the systems and equipment.
2. Where a single person is not familiar with all aspects, provide specialists with necessary



qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstrations conducted during Functional Testing need not be repeated unless Owner personnel training is specified.
- C. Demonstration may be combined with Owner personnel training if applicable.
- D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
 - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- E. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.02 TRAINING - GENERAL

- A. Commissioning Authority will prepare the Training Plan based on draft plans submitted.
- B. Conduct training on-site unless otherwise indicated.
- C. Owner will provide classroom and seating at no cost to DBC.
- D. Do not start training until Functional Testing is complete, unless otherwise specified or approved by the Commissioning Authority.
- E. Provide training in minimum two hour segments.
- F. The Commissioning Authority is responsible for determining that the training was satisfactorily completed and will provide approval forms.
- G. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge DBC for personnel "show-up" time.
- H. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
 - 1. The location of the O&M manuals and procedures for use and preservation; backup



copies.

2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
 3. Typical uses of the O&M manuals.
- I. Product- and System-Specific Training:
1. Review the applicable O&M manuals.
 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
 4. Provide hands-on training on all operational modes possible and preventive maintenance.
 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
 6. Discuss common troubleshooting problems and solutions.
 7. Discuss any peculiarities of equipment installation or operation.
 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
 9. Review recommended tools and spare parts inventory suggestions of manufacturers.
 10. Review spare parts and tools required to be furnished by DBC.
 11. Review spare parts suppliers and sources and procurement procedures.
- J. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

END OF SECTION