



**REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS**

**FOR**

**LEBANON COMMUNITY SCHOOL**

**DESIGN|BUILD CONTRACTOR**

**With a Guaranteed Maximum Price for the Renovation of the Lebanon  
Community Pool**

April 16, 2025  
Lebanon Community School  
485 South 5<sup>th</sup> Street  
Lebanon, OR 97355



**PROJECT MANAGER:**

Amelia Stirewalt, Project Manager  
HMK Company  
363 State Street  
Salem, OR 97301  
Phone: 541-815-9439  
Email: [amelia.stirewalt@hmkco.org](mailto:amelia.stirewalt@hmkco.org)

**SCHOOL DISTRICT:**

Will Lewis, Chief Operations Officer  
485 South 5<sup>th</sup> Street  
Lebanon, OR 97355  
Phone: 541-451-8511  
Email: [william.lewis@lebanon.k12.or.us](mailto:william.lewis@lebanon.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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LEBANON COMMUNITY POOL RENOVATIONS  
REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS

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**DESIGN/BUILD CONTRACT**

**With a Guaranteed Maximum Price**

**For**

**CONSTRUCTION**

**Of the**

**LEBANON COMMUNITY SCHOOLS  
LEBANON COMMUNITY POOL RENOVATIONS  
("Design/Build" Project)**

TO: Prospective Design/Build Proposer's

SUBJECT: Request for Qualifications  
and Request for Proposals

ISSUE DATE: **April 16, 2025**

ISSUED BY: LEBANON COMMUNITY SCHOOLS

CONTACT FOR RFQ/RFP: Amelia Stirewalt, Project Manager  
HMK Company  
[amelia.stirewalt@hmkco.org](mailto:amelia.stirewalt@hmkco.org)  
phone: 541-815-9439

**PROPOSALS DUE:** **May 8, 2025**  
**2:00 PM** Local Time  
Lebanon Community Schools  
C/O HMK Company  
363 State Street  
Salem, OR 97301



LEBANON COMMUNITY SCHOOLS  
LEBANON COMMUNITY POOL RENOVATIONS  
REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS

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**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

**LEBANON COMMUNITY SCHOOLS  
LEBANON COMMUNITY POOL RENOVATIONS  
("Design/Build" Project)**

**Date of Issue:** **April 16, 2025**

**Mandatory Pre-Proposal Conference:** April 25, 2025  
2:00 PM  
Lebanon Community Pool  
1800 S 5<sup>th</sup> Street  
Lebanon, OR 97355

**Closing Time and Date:** May 8, 2025  
2:00 PM Local Time  
Lebanon Community School  
C/O HMK Company  
363 State Street  
Salem, OR 97301



## **B. REQUEST FOR PROPOSALS ADVERTISEMENT**

### **LEBANON COMMUNITY SCHOOLS LEBANON COMMUNITY POOL RENOVATIONS ("Design/Build" Project)**

**Proposals Due 2:00 p.m., May 8, 2025**

### **REQUEST FOR PROPOSALS**

**NOTICE IS HEREBY GIVEN:** The Lebanon Community Schools (known as the District or Owner) Requests Qualifications **and** Requests for Proposals from experienced Design/Build Contractors (DBC) for the renovation of the existing pools operated by the Lebanon Aquatic District. Proposers shall provide five (5) paper copies and one (1) PDF electronic copy on a flash drive of their proposal in a sealed envelope. Sealed proposals will be accepted by Amelia Stirewalt, Project Manager, HMK Company, 363 State Street, Salem, Oregon 97301 until 2:00 PM Local Time on **May 8, 2025**, after which time no further proposals will be received.

The primary scope of work at Lebanon Community School Pool involves addressing: Decking and gutter systems, including replacing piping and drains, and plaster and tile for both lap pool and warming pool.

Owners' minimum requirements have been set forth in Division 0-1 contained in the RFP/RFQ Documents. The proposal is to include: all associated accessories to complete the work:

The scope of work includes the following:

- All design and engineering services required to permit and construct the work described herein.
- Demolish in such a way that the diving board will be able to be reused.
- Demolish the existing pool gutter on the main pool and warming pool.
- Demolish and remove the existing main drain. Cap all piping below existing shotcrete. If lines are exposed remove completely under deck areas.
- Demolish and remove existing painted plaster in main pool and warming pool.
- Demolish and remove existing waterline and lane marker tiles.
- Demolish and remove existing steel angle iron at base of overhead doors.
- Demolish and remove existing pool coping.
- Remove existing HVAC floor grates at building perimeter.
- Remove/replace existing deep-end pool access stairs and handrails.
- Add new main drains in accordance with Code.
- Add new waterline and lane marker tiles.
  - All thin-set mortar to comply with ANSI A118.6
- Add new Hydrazzo, or approved equal, plaster coating
- Add new concrete deck with broom finish throughout the space.
  - Add areas under new concrete to be compacted and sloped to drains.
- Add new stainless steel HVAC floor grates in locations removed.
  - Inspect all duct work to 24" below finish floor to check for water damage and/or rust.
- Add new concrete deck pool coping.
- Add new stainless steel pool gutter at main pool and warming pool.
- Add new surge tank in pool deck area.
- Add new depth markers in pool deck
- Add new 'No Diving' markers in pool deck



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- Replace all existing deck lids with new.
- Decommission existing surge tank and backfill, pour new concrete cap.
- Power wash exterior concrete slab at completion of work.
- Provide all electrical connections as required by code.

Commissioning:

- Hydrostatic testing for a period of 24-hours.
- Initial start-up with maintaining that the pool is clean and chemically balanced for a period of 14 days from date of substantial completion.
- Owner training
- Operation and Maintenance Manuals

Possible Alternates:

- Add new floor drain in Family Restroom. Tie the drain into the existing drainage system.
- Replace existing window system

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.

**A MANDATORY** Pre-Proposal Conference will be held on **April 25, 2025 at 2:00 PM** at Lebanon Community Pool located at 1800 S 5<sup>th</sup> Street, Lebanon, OR 97355. Interested design/build contractors may obtain copies of the Request for Qualifications **and** Request for Proposals documents at this meeting.

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

**Dated this 16<sup>th</sup> day of April, 2025**

Amelia Stirewalt, CCM  
Project Manager  
HMK Company on behalf of  
Lebanon Community Schools



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### C. PROPOSAL OVERVIEW

If, after receiving the packet, you have inquiries please contact Amelia Stirewalt, Project Manager, at e-mail: [amelia.stirewalt@hmkco.org](mailto:amelia.stirewalt@hmkco.org)

Proposals are due prior to **May 8, 2025, 2:00 PM** local time. Proposals received after the specified time will not be considered.

**MANDATORY PRE-PROPOSAL CONFERENCE:** A mandatory pre-proposal conference will be held on **April 25, 2025 at 2:00 PM** local time at the Lebanon Community Pool located at 1800 S 5<sup>th</sup> Street, Lebanon, OR 97355. A representative of each Proposer's firm is required to attend. The pre-proposal conference will be the Proposers' main opportunity to discuss the Project with the District and the Project Manager. **ATTENDEES MUST BE SIGNED IN AND PRESENT AT THE PRE-PROPOSAL CONFERENCE BY 2:00 PM TO BE CONSIDERED A PROSPECTIVE CONSULTANT. NO EXCEPTION WILL BE MADE.**

**IT IS MANDATORY THAT THE POTENTIAL PROPOSERS' ATTEND THIS PRE-PROPOSAL CONFERENCE. PROPOSALS WILL NOT BE ACCEPTED FROM PROPOSERS' WHO DO NOT ATTEND. THE DISTRICT WILL NOT ACCEPT RESPONSES WHERE AN ATTENDEE SUBROGATES THEIR ATTENDANCE TO A FIRM NOT IN ATTENDANCE.**

### 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 **May 14, 2025**, at the **Lebanon Community School District** offices located at **485 South 5<sup>th</sup> Street, Lebanon, OR 97355**. 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 **May 13, 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

Owners' minimum requirements have been set forth in Division 00-01 contained in the RFP/RFQ Documents. The proposal is to include: all associated accessories to complete the work:

The scope of work includes the following:

- All design and engineering services required to permit and construct the work described herein.
- Demolish in such a way that the diving board will be able to be reused.
- Demolish the existing pool gutter on the main pool and warming pool.
- Demolish and remove the existing main drain. Cap all piping below existing shotcrete. If lines are exposed remove completely under deck areas.
- Demolish and remove existing painted plaster in main pool and warming pool.





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- Demolish and remove existing waterline and lane marker tiles.
- Demolish and remove existing steel angle iron at base of overhead doors.
- Demolish and remove existing pool coping.
- Remove existing HVAC floor grates at building perimeter.
- Remove/replace existing deep-end pool access stairs and handrails.
- Add new main drains in accordance with Code.
- Add new waterline and lane marker tiles.
  - All thin-set mortar to comply with ANSI A118.6
- Add new Hydrazzo, or approved equal, plaster coating
- Add new concrete deck with broom finish throughout the space.
  - Add areas under new concrete to be compacted and sloped to drains.
- Add new stainless steel HVAC floor grates in locations removed.
  - Inspect all duct work to 24" below finish floor to check for water damage and/or rust.
- Add new concrete deck pool coping.
- Add new stainless steel pool gutter at main pool and warming pool.
- Add new surge tank in pool deck area.
- Add new depth markers in pool deck
- Add new 'No Diving' markers in pool deck
- Replace all existing deck lids with new.
- Decommission existing surge tank and backfill, pour new concrete cap.
- Power wash exterior concrete slab at completion of work.
- Provide all electrical connections as required by code.

Commissioning:

- Hydrostatic testing for a period of 24-hours.
- Initial start-up with maintaining that the pool is clean and chemically balanced for a period of 14 days from date of substantial completion.
- Owner training
- Operation and Maintenance Manuals

Possible Alternates:

- Add new floor drain in Family Restroom. Tie the drain into the existing drainage system.
- Replace existing window system

## F. DESIGN TEAM

The Design/Build Contractor (DBC) will be responsible for all design and construction activities necessary to deliver the project.

## II. SELECTION PROCESS

### A. SELECTION OVERVIEW

The Lebanon Community 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:

Owners' minimum requirements have been set forth in Division 00-01 contained in the RFP/RFQ Documents. The proposal is to include: all associated accessories to complete the work:

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- Add new depth markers in pool deck
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- Power wash exterior concrete slab at completion of work.
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- Initial start-up with maintaining that the pool is clean and chemically balanced for a period of 14 days from date of substantial completion.
- Owner training
- Operation and Maintenance Manuals

Possible Alternates:

- Add new floor drain in Family Restroom. Tie the drain into the existing drainage system.
- Replace existing window system

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 **April 10, 2025**).



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.

<b>PROJECT MILESTONE</b>	<b>COMPLETION DATE</b>
Advertise RFP	<b>April 16, 2025</b>
RFP Document Available	<b>April 16, 2025</b>
Mandatory Pre-Proposal conference	<b>April 25, 2025</b>
Deadline for Pre-Proposal protests	<b>May 1, 2025</b>
Deadline for Questions	<b>May 1, 2025</b>
Issue any final Addenda	<b>May 5, 2025</b>
Due Date for Submission of Proposals	<b>May 8, 2025</b>
Interviews, if needed	<b>May 14, 2025</b>
Notice of Tentative Intent to Award	<b>May 15, 2025</b>
Deadline for Selection Protests	<b>May 22, 2025</b>



Board Action to Award Contract	<b>May 22, 2025</b>
Execute Contract	<b>May 27, 2025</b>
Notice to Proceed (Design)	<b>June 1, 2025</b>
Notice to Proceed (Construction)	<b>August 15, 2025</b>
Substantial Completion	<b>October 15, 2025</b>

### 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 describe the details necessary for the construction of:

Owners’ minimum requirements have been set forth in Division 00-01 contained in the RFP/RFQ Documents. The proposal is to include: all associated accessories to complete the work:

The scope of work includes the following:

- All design and engineering services required to permit and construct the work described herein.
- Demolish in such a way that the diving board will be able to be reused.
- Demolish the existing pool gutter on the main pool and warming pool.
- Demolish and remove the existing main drain. Cap all piping below existing shotcrete. If lines are exposed remove completely under deck areas.
- Demolish and remove existing painted plaster in main pool and warming pool.
- Demolish and remove existing waterline and lane marker tiles.
- Demolish and remove existing steel angle iron at base of overhead doors.
- Demolish and remove existing pool coping.
- Remove existing HVAC floor grates at building perimeter.
- Remove/replace existing deep-end pool access stairs and handrails.
- Ad new main drains in accordance with Code.
- Add new waterline and lane marker tiles.
  - All thin-set mortar to comply with ANSI A118.6
- Add new Hydrazzo, or approved equal, plaster coating
- Add new concrete deck with broom finish throughout the space.
  - Add areas under new concrete to be compacted and sloped to drains.

- Add new stainless steel HVAC floor grates in locations removed.
  - Inspect all duct work to 24" below finish floor to check for water damage and/or rust.
- Add new concrete deck pool coping.
- Add new stainless steel pool gutter at main pool and warming pool.
- Add new surge tank in pool deck area.
- Add new depth markers in pool deck
- Add new 'No Diving' markers in pool deck
- Replace all existing deck lids with new.
- Decommission existing surge tank and backfill, pour new concrete cap.
- Power wash exterior concrete slab at completion of work.
- Provide all electrical connections as required by code.

Commissioning:

- Hydrostatic testing for a period of 24-hours.
- Initial start-up with maintaining that the pool is clean and chemically balanced for a period of 14 days from date of substantial completion.
- Owner training
- Operation and Maintenance Manuals

Possible Alternates:

- Add new floor drain in Family Restroom. Tie the drain into the existing drainage system.
- Replace existing window system

These services include, but are not necessarily limited to: All architectural, civil, mechanical, 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.

**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



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Design/Build Contract.

The selected Design/Build contractor will be required to comply with the **January 5, 2025 with April 5 Amendments** 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 **May 8, 2025 at 2:00 PM** local time. Submittals shall be mailed or delivered to:

Lebanon Community Schools  
Lebanon Community Pool Renovation  
C/O HMK Company  
Amelia Stirewalt  
363 State Street  
Salem, OR 97301

**NO FACSIMILE (FAX) OR E-MAIL TRANSMITTED PROPOSALS WILL BE ACCEPTED.**

2. Late Submission: A Proposal shall be considered late if received at any time after **2:00 PM, May 8, 2025**. Proposals received after the specified time shall be rejected.
3. Number and Form: Proposer shall submit five (5) paper copies and one (1) PDF electronic copy on a flash drive of their proposal in a sealed envelope to the above location. The Proposals shall be tabulated in separate sections with separator sheets in response to the detailed Proposal requirements. All materials shall be 8-1/2" x 11" format, bound vertically (11" side) in a type no smaller than 11 point. No other material should be submitted.
4. 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.
5. 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.
6. 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 [amelia.stirewalt@hmkco.org](mailto:amelia.stirewalt@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.

7. **Mandatory Pre-Proposal Conference:** A mandatory pre-proposal conference will be held on **April 25, 2025 at 2:00 PM**, at **Lebanon Community Pool** located at **1800 S 5<sup>th</sup> Street, Lebanon, OR 97355**. The pre-proposal conference will be the Proposer's main opportunity to discuss the Project with the District, and the Project Manager. An addendum will be issued following the conference if necessary to formalize any of the Districts responses to Proposer's questions.

**IT IS MANDATORY THAT THE POTENTIAL PROPOSER'S ATTEND THIS PRE-PROPOSAL CONFERENCE. PROPOSALS WILL NOT BE ACCEPTED FROM PROPOSER'S WHO DO NOT ATTEND.**

8. **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.
9. **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 information 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."**

**Such identification is for Owner's information and is not itself binding on the Owner. In all instances, Owner will make the final decision as to what information must be disclosed under a public records request or otherwise.**

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.

## LEBANON COMMUNITY SCHOOLS 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, **PROVIDE IN A SEPARATE ENVELOPE.**
  - a. Both design and construction entities must show recent experience in the delivery of public pool gutter renovation projects. 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:
      - 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.



## REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS

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 Five Hundred Thousand Dollars (\$500,000) in hard construction cost has your organization completed in the past five years? Please list all.
8. Has your firm been assessed liquidated damages in the past five years? If so, please explain.
9. 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.
10. Has your organization declared bankruptcy or been placed in receivership in the past ten years? If so, please explain.
11. 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.
12. Is your organization currently involved in Dispute Resolution defined as Mediation, Arbitration or Litigation related to a construction project? If so, please explain.

## 2. Firm Experience

- a. Provide a listing, in chronological order, of your firm's completed projects of Five Hundred Thousand Dollars (\$500,000) 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 methods) of Five Hundred Thousand Dollars (\$500,000) 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



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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.

3. 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 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.**

4. 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.

5. 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 Lebanon Community Schools District Office. The firm(s) will be notified of the time and place for the interviews. The



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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) <b><u>Qualifications Pass/Fail Criteria</u></b> ..... P/F .....1a <b>SEPARATE ENVELOPE</b>		
2) Firm experience ..... 15.....4a, b, & c		
3) Staffing and Staff Qualifications ..... 15.....5a, b, & c		
4) Fees ..... 15 .....7a, b & c		
5) General Conditions ..... 5 .....8a		

TOTAL POSSIBLE SCORE: 50

**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, Principal in Charge, HMK Company at 363 State Street, Suite 116, Salem, OR 97301, ON OR BEFORE SEVEN (7) 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 DBC 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 OR REQUEST FOR CHANGE MUST BE DELIVERED IN WRITING TO David McKay, Principal in Charge, HMK Company at 363 State Street, Suite 116, Salem, OR 97301.** 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 seven (7) 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, Principal in Charge, HMK Company at 363 State Street, Suite 116, Salem, OR 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.



LEBANON COMMUNITY SCHOOLS  
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REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS

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Attachment A – Bid Document

Attachment B – DB Agreement



LEBANON COMMUNITY SCHOOLS  
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REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS

**ATTACHMENT A**

**DATE:** \_\_\_\_\_

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

**To:** Lebanon Community School  
School Board;  
485 S 5<sup>th</sup> Street  
Lebanon, OR 97355

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:

As prepared by Lebanon Community Schools, 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:**

**LEBANON COMMUNITY SCHOOLS**

**Alternate Item:**

\$ \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

which lump sums are hereby designated as ADDITIVE ALTERNATE BIDS,



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**ATTACHMENT B**

***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**



**LEBANON COMMUNITY SCHOOLS  
LEBANON COMMUNITY POOL RENOVATIONS  
("Design/Build" Project)**

**Proposals Due 2:00 p.m., May 8, 2025**

**REQUEST FOR PROPOSALS**

**NOTICE IS HEREBY GIVEN:** The Lebanon Community Schools (known as the District or Owner) Requests Qualifications **and** Requests for Proposals from experienced Design/Build Contractors (DBC) for the renovation of the existing pools operated by the Lebanon Aquatic District. Proposers shall provide five (5) paper copies and one (1) PDF electronic copy on a flash drive of their proposal in a sealed envelope. Sealed proposals will be accepted by Amelia Stirewalt, Project Manager, HMK Company, 363 State Street, Salem, Oregon 97301 until 2:00 PM Local Time on **May 8, 2025**, after which time no further proposals will be received.

The primary scope of work at Lebanon Community School Pool involves addressing: Decking and gutter systems, including replacing piping and drains, and plaster and tile for both lap pool and warming pool.

Owners' minimum requirements have been set forth in Division 0-1 contained in the RFP/RFQ Documents. The proposal is to include: all associated accessories to complete the work:

The scope of work includes the following:

- All design and engineering services required to permit and construct the work described herein.
- Demolish in such a way that the diving board will be able to be reused.
- Demolish the existing pool gutter on the main pool and warming pool.
- Demolish and remove the existing main drain. Cap all piping below existing shotcrete. If lines are exposed remove completely under deck areas.
- Demolish and remove existing painted plaster in main pool and warming pool.
- Demolish and remove existing waterline and lane marker tiles.
- Demolish and remove existing steel angle iron at base of overhead doors.
- Demolish and remove existing pool coping.
- Remove existing HVAC floor grates at building perimeter.
- Remove/replace existing deep-end pool access stairs and handrails.
- Add new main drains in accordance with Code.
- Add new waterline and lane marker tiles.
  - All thin-set mortar to comply with ANSI A118.6
- Add new Hydrazzo, or approved equal, plaster coating
- Add new concrete deck with broom finish throughout the space.
  - Add areas under new concrete to be compacted and sloped to drains.
- Add new stainless steel HVAC floor grates in locations removed.
  - Inspect all duct work to 24" below finish floor to check for water damage and/or rust.
- Add new concrete deck pool coping.
- Add new stainless steel pool gutter at main pool and warming pool.
- Add new surge tank in pool deck area.
- Add new depth markers in pool deck
- Add new 'No Diving' markers in pool deck
- Replace all existing deck lids with new.
- Decommission existing surge tank and backfill, pour new concrete cap.
- Power wash exterior concrete slab at completion of work.
- Provide all electrical connections as required by code.

Commissioning:

- Hydrostatic testing for a period of 24-hours.
- Initial start-up with maintaining that the pool is clean and chemically balanced for a period of 14 days from date of substantial completion.



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REQUEST FOR PROPOSALS  
SECTION 00020

- Owner training
- Operation and Maintenance Manuals

Possible Alternates:

- Add new floor drain in Family Restroom. Tie the drain into the existing drainage system.
- Replace existing window system

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.

**A MANDATORY** Pre-Proposal Conference will be held on **April 25, 2025 at 2:00 PM** at Lebanon Community Pool located at 1800 S 5<sup>th</sup> Street, Lebanon, OR 97355. Interested design/build contractors may obtain copies of the Request for Qualifications **and** Request for Proposals documents at this meeting.

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

**Dated this 16<sup>th</sup> day of April, 2025**

Amelia Stirewalt, CCM  
Project Manager  
HMK Company on behalf of  
Lebanon Community Schools

## **PART 1 – GENERAL**

### **1.1 GENERAL**

- A. The Work contemplated under this contract with Lebanon Community Schools (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 primary scope of work at Lebanon Community Pool involves addressing: Decking and gutter systems, including replacing piping and drains, and plaster and tile for both lap pool and warm pool. Owners' minimum requirements have been set forth in Division 00-01 contained in the RFP/RFQ Documents. The proposal is to include: all associated accessories to complete the work:

The scope of work includes the following:

- All design and engineering services required to permit and construct the work described herein.
- Demolish in such a way that the diving board will be able to be reused.
- Demolish the existing pool gutter on the main pool and warming pool.
- Demolish and remove the existing main drain. Cap all piping below existing shotcrete. If lines are exposed remove completely under deck areas.
- Demolish and remove existing painted plaster in main pool and warming pool.
- Demolish and remove existing waterline and lane marker tiles.
- Demolish and remove existing steel angle iron at base of overhead doors.
- Demolish and remove existing pool coping.
- Remove existing HVAC floor grates at building perimeter.
- Remove/replace existing deep-end pool access stairs and handrails.
- Add new main drains in accordance with Code.
- Add new waterline and lane marker tiles.
  - All thin-set mortar to comply with ANSI A118.6
- Add new Hydrazzo, or approved equal, plaster coating
- Add new concrete deck with broom finish throughout the space.
  - Add areas under new concrete to be compacted and sloped to drains.
- Add new stainless steel HVAC floor grates in locations removed.
  - Inspect all duct work to 24" below finish floor to check for water damage and/or rust.
- Add new concrete deck pool coping.
- Add new stainless steel pool gutter at main pool and warming pool.
- Add new surge tank in pool deck area.
- Add new depth markers in pool deck
- Add new 'No Diving' markers in pool deck
- Replace all existing deck lids with new.
- Decommission existing surge tank and backfill, pour new concrete cap.
- Power wash exterior concrete slab at completion of work.
- Provide all electrical connections as required by code.

Commissioning:

- Hydrostatic testing for a period of 24-hours.
- Initial start-up with maintaining that the pool is clean and chemically balanced for a period of 14 days from date of substantial completion.

- Owner training
- Operation and Maintenance Manuals

Possible Alternates:

- Add new floor drain in Family Restroom. Tie the drain into the existing drainage system.
- Replace existing window system

**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 Renovations to the Lebanon Community Pool 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 **May 1, 2025, 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 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 **May 1, 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 [amelia.stirewalt@hmkco.org](mailto:amelia.stirewalt@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 PRE-PROPOSAL MEETING

- A. A **Mandatory** pre-proposal meeting will be held at **2:00 PM local time on April 25, 2025** at the Lebanon Community Pool, located at 1800 S 5<sup>th</sup> Street, Lebanon, OR 97355. Representatives of the DBC will meet with the Owner and Project Manager at the site for review of the project specifications and site walk.
- B. All proposers' intending to submit proposals for this project must attend this pre-proposal meeting. No other meeting will be held.

## 1.8 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 statues, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the project.
- E. Pursuant to ORS 279C.530, it is an express condition of this agreement that the 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.

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

#### **1.10 SUBMISSION OF PROPOSAL**

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

Lebanon Community Schools  
Lebanon Community Pool Renovation  
C/O HMK Company  
Amelia Stirewalt  
363 State Street  
Salem, OR 97301

- B. Proposals will be received up to **2:00 PM** local time, **May 8, 2025** at HMK Company, located at 363 State Street, Salem, OR 97301.
- C. Five (5) paper copies and one (1) PDF electronic copy on a flash drive of their proposal shall be submitted. The five (5) paper copies shall be on an 8 ½ x 11 format, bound on the long side. The proposals are to follow the scoring criteria as outlined in the Request for Qualifications and Request for Proposals Design/Build.
- D. Any proposal submitted after the scheduled closing time will be returned to the proposer unopened.
- E. **No Faxed or electronic transmitted proposals will be accepted.**

#### **1.11 OPENING OF PROPOSALS**

- A. 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 October 15, 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 School Board of Lebanon Community Schools 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.
- B. 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**



LEBANON COMMUNITY SCHOOLS  
LEBANON COMMUNITY POOL RENOVATION  
DESIGN BUILD AGREEMENT  
SECTION 00 5000

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**SECTION 00 5000**

The Contract 00 5000 Design Build Agreement is in Legal Review and will be released in its entirety in **addenda.**



**SECTION 00 6000**

The General Conditions 00 6000 of the Design Build Agreement is in Legal Review and will be released in its entirety in **addenda**.



**SECTION 00 6500**

The Supplemental General Conditions 00 6500 to the Design Build Agreement is in Legal Review and will be released in its entirety in **addenda**.

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**SUBSTITUTION REQUEST FORM**

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**TO:** Lebanon Community Schools**DATE:** \_\_\_\_\_**PROJECT:** Lebanon Community Pool Renovation**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**

# 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 97301

PROJECT: Lebanon Community Pool Renovation

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/warranties; 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 \_\_\_\_\_

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](mailto: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](mailto: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
- Apprentice rates



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JANUARY 5, 2025

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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](http://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](mailto: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.*

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<a href="#"><u>Landscape Laborer/Technician</u></a> .....	<a href="#"><u>15</u></a>
<a href="#"><u>Limited Energy Electrician</u></a> .....	<a href="#"><u>15</u></a>
<a href="#"><u>Line Constructor</u></a> .....	<a href="#"><u>17</u></a>
<a href="#"><u>Marble Setter</u></a> .....	<a href="#"><u>17</u></a>
<a href="#"><u>Millwright Group 1 (See Carpenter Group 3)</u></a> .....	<a href="#"><u>5</u></a>
<a href="#"><u>Painter &amp; Drywall Taper</u></a> .....	<a href="#"><u>18</u></a>
<a href="#"><u>Piledriver (See Carpenter Group 6)</u></a> .....	<a href="#"><u>5</u></a>
<a href="#"><u>Plasterer and Stucco Mason</u></a> .....	<a href="#"><u>18</u></a>
<a href="#"><u>Plumber/Pipefitter/Steamfitter</u></a> .....	<a href="#"><u>18</u></a>
<a href="#"><u>Power Equipment Operator</u></a> .....	<a href="#"><u>19</u></a>
<a href="#"><u>Roofer</u></a> .....	<a href="#"><u>21</u></a>
<a href="#"><u>Sheet Metal Worker</u></a> .....	<a href="#"><u>22</u></a>
<a href="#"><u>Soft Floor Layer</u></a> .....	<a href="#"><u>24</u></a>
<a href="#"><u>Sprinkler Fitter</u></a> .....	<a href="#"><u>24</u></a>
<a href="#"><u>Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)</u></a> .....	<a href="#"><u>24</u></a>
<a href="#"><u>Tender to Plasterer and Stucco Mason</u></a> .....	<a href="#"><u>25</u></a>
<a href="#"><u>Testing and Balancing (TAB) Technician</u></a> .....	<a href="#"><u>25</u></a>
<a href="#"><u>Tile Setter/Terrazzo Worker: Hard Tile Setter</u></a> .....	<a href="#"><u>25</u></a>
<a href="#"><u>Tile, Terrazzo, and Marble Finisher</u></a> .....	<a href="#"><u>25</u></a>
<a href="#"><u>Truck Driver</u></a> .....	<a href="#"><u>26</u></a>

**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	<b>43.13</b>	<b>22.05</b>
Group 2	<b>44.03</b>	<b>22.05</b>
Group 3	<b>44.03</b>	<b>22.05</b>
Group 4	<b>44.93</b>	<b>22.05</b>

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)

<b>DIVER</b>	<b>124.80</b>	<b>19.40</b>
<b>DIVER TENDER</b>	<b>62.40</b>	<b>19.40</b>

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:

<b>Depth Below Water Surface (FSW)</b>	<b>Daily Depth Pay</b>
50-100 ft.	<b>2.00</b> per foot over 50 feet
101-150 ft.	<b>3.00</b> per foot over 100 feet
151-220 ft.	<b>4.00</b> per foot over 150 feet
Over 220 ft.	<b>5.00</b> per foot over 220 feet

The actual depth in FSW shall be used in determining depth premium.

Diver Enclosure Pay (working without vertical escape):

<b>Distance Traveled in the Enclosure</b>	<b>Daily Enclosure Pay</b>
0 – 25ft.	<b>N/C</b>
25 – 300 ft.	<b>1.00</b> per foot from the entrance
300 – 600 ft.	<b>1.50</b> per foot beginning at 300 ft.
Over 600 ft.	<b>2.00</b> per foot beginning at 600 ft.

**DREDGER**Zone A (Base Rate)

Leverman (Hydraulic & Clamshell)	<b>58.75</b>	<b>16.95</b>
Assistant Engineer (Watch Engineer, Mechanic Machinist)	<b>55.59</b>	<b>16.95</b>
Tenderman (Boatman Attending Dredge Plant), Fireman	<b>54.10</b>	<b>16.95</b>
Fill Equipment Operator	<b>52.93</b>	<b>16.95</b>
Assistant Mate	<b>50.23</b>	<b>16.95</b>

See more information on Zone Differential on page 8.

**DREDGER** (continued)Zone Differential for Dredgers – Add to Zone A Base RateZone B: **3.00** per hourZone 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 hourZone C 81-100 miles **9.00** per hourZone 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.

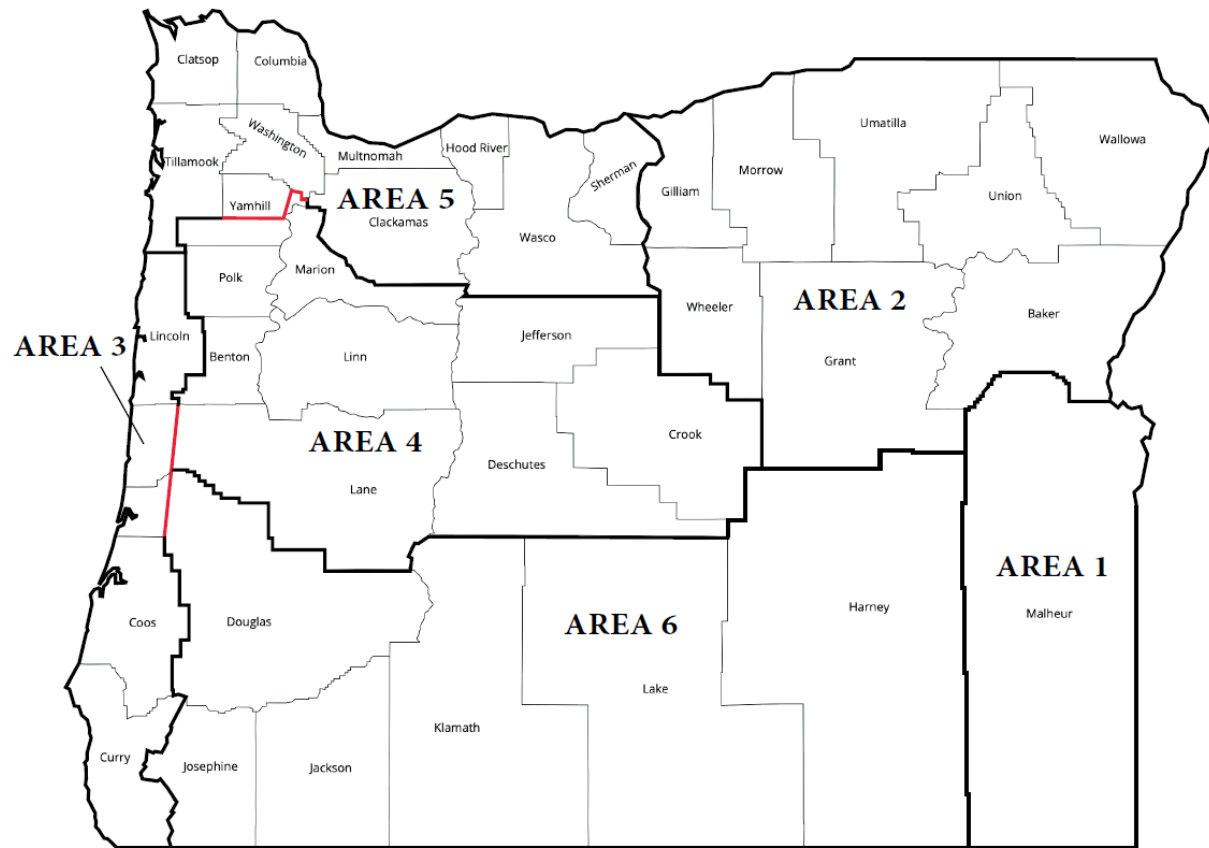
Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

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](mailto:PWR.email@boli.oregon.gov).

**Area 1**

Electrician	<b>42.55</b>	<b>19.85</b>
Wireman Welder/Cable Splicer	<b>46.81</b>	<b>20.11</b>

**Reference County**

Malheur

**Shift Differential\***

1 <sup>st</sup> Shift "day":	Between the hours of 8:00am and 4:30pm	— 8 hours pay for 8 hours work
2 <sup>nd</sup> Shift "swing":	Between the hours of 4:30pm and 1:00am	— 8 hours pay for 8 hours work plus 10% for all hours worked
3 <sup>rd</sup> 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	<b>58.00</b>	<b>25.92</b>
Cable Splicer	<b>60.90</b>	<b>26.01</b>
Certified Welder	<b>72.50</b>	<b>26.36</b>
Material Handler	<b>34.80</b>	<b>19.32</b>

**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	<b>51.76</b>	<b>26.90</b>
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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\***

1 <sup>st</sup> Shift "day":	Between the hours of 8:00am and 4:30pm	– 8 hours pay for 8 hours work
2 <sup>nd</sup> 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 <sup>rd</sup> 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	<b>56.46</b>	<b>24.05</b>
Cable Splicer	<b>62.11</b>	<b>24.22</b>
Lighting Maintenance/Material Handler	<b>27.76</b>	<b>10.73</b>

**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 <sup>st</sup> Shift "day"	Between the hours of 8:00am and 4:30pm	– 8 hours pay for 8 hours work
2 <sup>nd</sup> 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 <sup>rd</sup> 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	<b>63.50</b>	<b>31.98</b>
Electrical Welder	<b>69.85</b>	<b>32.17</b>
Material Handler/Lighting Maintenance	<b>36.20</b>	<b>21.97</b>

**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 <sup>st</sup> Shift "day"	Between the hours of 7:00am and 5:30pm	– 8 hours pay for 8 hours work
2 <sup>nd</sup> 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 <sup>rd</sup> 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	<b>45.58</b>	<b>20.70</b>
Lighting Maintenance and Material Handler	<b>22.84</b>	<b>10.59</b>

**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\***

1 <sup>st</sup> Shift "day"	Between the hours of 8:00am and 4:30pm	– 8 hours pay for 8 hours work
2 <sup>nd</sup> Shift "swing"	Between the hours of 4:30pm and 1:00am	– 8 hours pay for 8 hours work plus 7.5% for all hours worked
3 <sup>rd</sup> 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
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**Reference Counties**

Baker	Union	Wallowa
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Umatilla – **See Area 2 rate****Area 2**

Mechanic	67.89	43.87
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**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
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**FENCE CONSTRUCTOR (NON-METAL)****FENCE ERECTOR (METAL)**

39.11	17.30
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**GLAZIER**

53.15	23.07
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Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.

Add 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
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**HIGHWAY/PARKING STRIPER**

71.75	16.67
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**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).

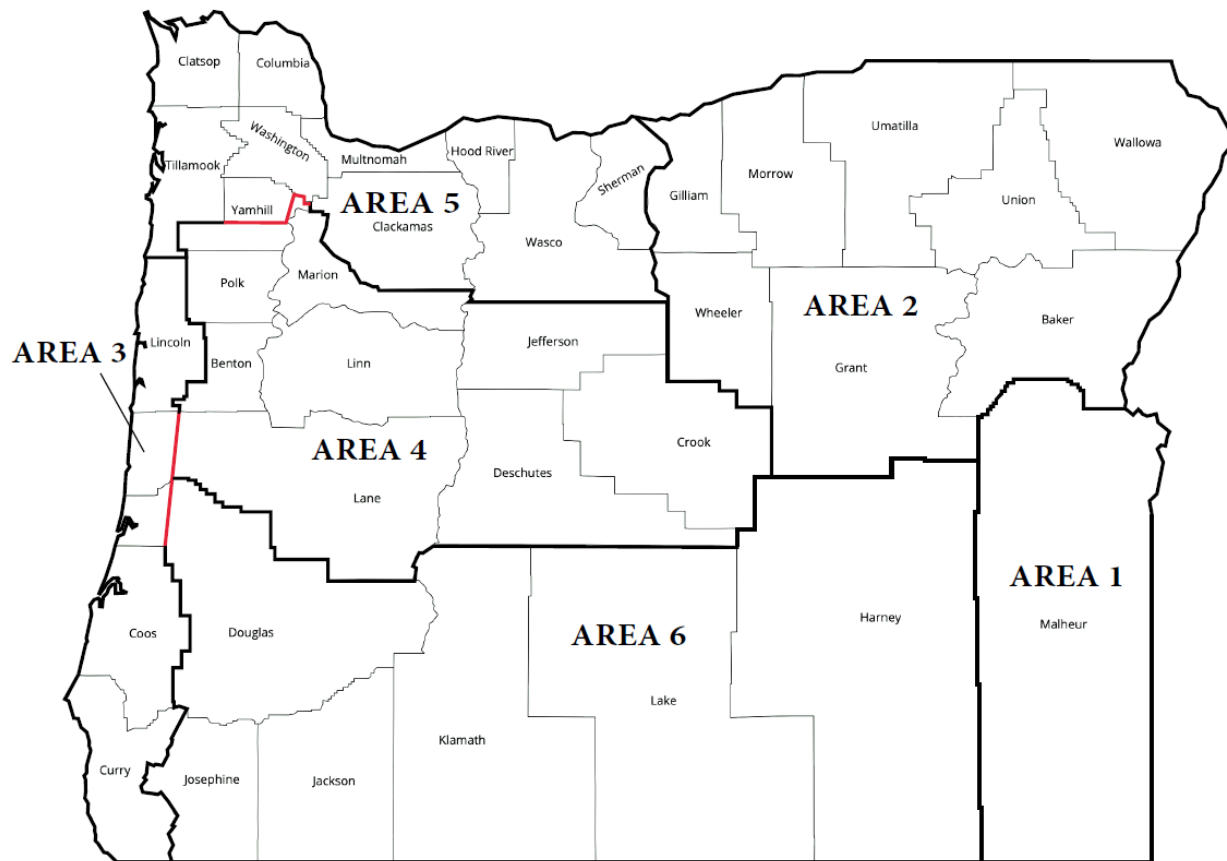
Any Laborer working in Live Sewers shall receive forty dollars (\$40) per day in addition to their regular pay.

**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](mailto: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**

<b><u>Zone A (Base Rate)</u></b>	<b>45.52</b>	<b>21.03</b>
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**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 hourZone 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
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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 – <b>See Area 1 rate</b>	Malheur – <b>See Area 1 rate</b>	Umatilla – <b>See Area 1 rate</b>
Grant – <b>See Area 1 rate</b>	Morrow – <b>See Area 1 rate</b>	

**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 RateZone B: **6.00** per hourZone C: **9.00** per hourZone 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, DuctworkSee [SHEET METAL WORKER RATE](#)For work performed under the [Plumber/Pipefitter/Steamfitter](#) classification, including Water Distribution SystemsSee [PLUMBER/PIPEFITTER/STEAMFITTER RATE](#)**TILE SETTER/TERRAZZO WORKER: Hard Tile Setter****41.31****22.14**

This trade is tended by "Tile, Terrazzo, &amp; 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 &amp; 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
<b>A1 Dumptruck Services LLC</b>	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
<b>Alan Tatom</b>	168 Clearwater Avenue NE Salem, OR 97301	7/10/2015	7/9/2025
<b>Cameron Creations, Steven Cameron, Nancy Cameron *</b>	PO Box 2 Lowell, OR 97452	5/25/2000	
<b>Christina Ingram</b>	2676 Copeland Road Harper, Oregon 97606	5/6/2022	5/5/2025
<b>David Miller *</b>	731 NW Naito Parkway, #215 Portland, OR 97209	6/17/2020	
<b>Eugene Graeme</b>	169 SE Cody Lane Madras, OR 97741	7/3/2017	7/2/2027
<b>Lisa Hoang aka Kim Lien Hoang aka Lien Kim Hoang</b> 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
<b>NW Flagging LLC</b>	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
<b>Oregon Building &amp; Landscaping Services LLC</b>	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
<b>Pacific NW Drywall &amp; Acoustics LLC aka Pacific NW Drywall&amp; Acoustics LLC*</b>	731 NW Natio Parkway #215 Portland, OR 97209	6/17/2020	
<b>Phillip Walker</b>	580 Market Street NE Salem, OR 97301	7/10/2015	7/9/2025
<b>Regional Traffic Management LLC</b>	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
<b>Sang In Nam dba Cornerstone Janitorial Services*</b>	130 NE Danbury Ave Hillsboro, OR 97124	9/20/2016	
<b>Snake River Construction and Excavation LLC</b>	2676 Copeland Road Harper, Oregon 97606	5/6/2022	5/5/2025
<b>Tyrell Ingram</b>	2676 Copeland Road Harper, Oregon 97906	5/6/2022	5/5/2025
<b>WCI Construction LLC</b>	169 SE Cody Lane Madras, OR 97741	7/3/2017	7/2/2027
<b>WWJD Traffic Control, Inc.</b>	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](mailto:PWR.Email@boli.oregon.gov) or (971) 245-3844.

**AMENDMENTS TO OREGON DETERMINATION 2025-01  
EFFECTIVE APRIL 5, 2025**

**Occupation and Premium/Differential Pay**

**Base Rate / Fringe Rate**

**ASBESTOS WORKER/INSULATOR**

**62.02                      25.42**

Firestop Containment

**46.64                      17.98**

**DIVER & DIVER TENDER**

Zone 1 (Base Rate)

**DIVER**

**105.33                      19.60**

**DIVER TENDER**

**61.32                      19.60**

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.

**HAZARDOUS MATERIALS HANDLER**

**31.03                      18.18**

**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.

See more information on Zone Differential on page 2.



Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

**IRONWORKER (continued)**

**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

**PAINTER & DRYWALL TAPER**

COMMERCIAL PAINTING	37.74	15.94
INDUSTRIAL PAINTING	39.94	15.94
BRIDGE PAINTING	46.83	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 <u>Zone A (Base Rate)</u>	45.52	21.03
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Zone Differential for Drywall Taper – Add to Zone A Base Rate

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

Zone A: Projects located less than 61 miles from the respective city hall of the dispatch cities listed.  
Zone B: Projects located 61 miles to 80 miles.  
Zone C: Projects located 81 miles to 100 miles.  
Zone D: Projects located 101 miles or more.

Dispatch Cities for Drywall Taper

Albany	Bend	Grants Pass	Medford	Portland	Seaside
Astoria	Brookings	Hermiston	Newport	Reedsport	The Dalles
Baker	Coquille	Klamath Falls	North Bend	Roseburg	Tillamook
Bandon	Eugene	Kelso-Longview	Pendleton	Salem	Vancouver

**Note:** Zone pay is based on AAA Road Mileage.

**PLUMBER/PIPEFITTER/STEAMFITTER**

**Area 1** -----

Reference Counties

Harney – **See Area 3 rates**      Malheur – **See Area 3 rates**  
Baker – **See Area 2 rates**

**AMENDMENTS TO OREGON DETERMINATION 2025-01  
EFFECTIVE APRIL 5, 2025**

**Occupation and Premium/Differential Pay**

**Base Rate / Fringe Rate**

**PLUMBER/PIPEFITTER/STEAMFITTER** (continued)

**Area 2**

**62.95**

**33.76**

Reference Counties

Baker  
Union  
Wallowa

Grant – **See Area 3 rate**  
Morrow – **See Area 3 rate**  
Wheeler – **See Area 3 rate**

Gilliam – **See Area 3 rate**  
Umatilla – **See Area 3 rate**

Zone Differential for Area 2 – Add to Base Rate

Zone 2: **10.62/hr.** not to exceed \$80.00 day.

**Zone mileage based on road miles:**

Zone 2: Eighty (80) miles or more from City Hall in Pasco, Washington.

Add \$1.00 to base rate in one-hour minimum increments if it is possible for worker to fall 35 ft. or more.

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

**Area 3**

**60.77**

**37.10**

Reference Counties

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



## PAYMENT BOND

Bond No. \_\_\_\_\_  
Solicitation \_\_\_\_\_  
Project Name \_\_\_\_\_

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* If using multiple sureties	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 **Lebanon Community Schools** 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 prosecuted against the District on account of any labor or materials furnished; and shall do all



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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:*	\$ _____
* If using multiple sureties	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 **Lebanon Community Schools** 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 prosecuted against the District on account of any labor or materials furnished; and shall do all



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PERFORMANCE BOND

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



## PART 1 GENERAL

### 1.01 PROJECT

- A. Project Name: Lebanon Community Pool Renovation
- B. Owner's Name: Lebanon Community School
- C. ~~Architect/Consultant's Name:~~

The primary scope of work at Lebanon Community School Pool involves addressing: Decking and gutter systems, including replacing piping and drains, and plaster and tile for both lap pool and warm pool.

Owners' minimum requirements have been set forth in Division 0-1 contained in the RFP/RFQ Documents. The proposal is to include: all associated accessories to complete the work:

The scope of work includes the following:

- All design and engineering services required to permit and construct the work described herein.
- Demolish in such a way that the diving board will be able to be reused.
- Demolish the existing pool gutter on the main pool and warming pool.
- Demolish and remove the existing main drain. Cap all piping below existing shotcrete. If lines are exposed remove completely under deck areas.
- Demolish and remove existing painted plaster in main pool and warming pool.
- Demolish and remove existing waterline and lane marker tiles.
- Demolish and remove existing steel angle iron at base of overhead doors.
- Demolish and remove existing pool coping.
- Remove existing HVAC floor grates at building perimeter.
- Remove/replace existing deep-end pool access stairs and handrails.
- Add new main drains in accordance with Code.
- Add new waterline and lane marker tiles.
  - All thin-set mortar to comply with ANSI A118.6
- Add new Hydrazzo, or approved equal, plaster coating
- Add new concrete deck with broom finish throughout the space.
  - Add areas under new concrete to be compacted and sloped to drains.
- Add new stainless steel HVAC floor grates in locations removed.
  - Inspect all duct work to 24" below finish floor to check for water damage and/or rust.
- Add new concrete deck pool coping.
- Add new stainless steel pool gutter at main pool and warming pool.
- Add new surge tank in pool deck area.
- Add new depth markers in pool deck
- Add new 'No Diving' markers in pool deck
- Replace all existing deck lids with new.
- Decommission existing surge tank and backfill, pour new concrete cap.
- Power wash exterior concrete slab at completion of work.
- Provide all electrical connections as required by code.

Commissioning:

- Hydrostatic testing for a period of 24-hours.



- Initial start-up with maintaining that the pool is clean and chemically balanced for a period of 14 days from date of substantial completion.
- Owner training
- Operation and Maintenance Manuals

Possible Alternates:

- Add new floor drain in Family Restroom. Tie the drain into the existing drainage system.
- Replace existing window system

## **1.02 CONTRACT DESCRIPTION**

## **1.03 WORK BY OWNER**

- A. None

## **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. Open holes and other tripping hazards shall be fenced or barricaded when an unsecured work area is vacated.





- F. "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.
- G. 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.



### 1.13 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 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



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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.
- 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.

- 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.
- 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.



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Q. Perform no Work or Fabrication requiring Submittal until Architect approves Submittal.

**END OF SECTION**



## **PART 1 GENERAL**

### **1.01 SECTION INCLUDES**

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.
- C. Construction progress schedule, three week look ahead.

### **1.02 RELATED SECTIONS**

- A. Section 01 1000 - Summary: Work sequence.
- B. Section 00 6000 - General Conditions of the Contract for Construction.

### **1.03 SUBMITTALS**

- A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. Submit schedules as a PDF file to the Architect and Owner.

### **1.04 SCHEDULE FORMAT**

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Sheet Size: 11 x 17 inches or 22 x 34 inches.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 PRELIMINARY SCHEDULE**

- A. Prepare preliminary schedule in the form of a horizontal CPM Schedule.

### **3.02 CONTENT**

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Provide sub-schedules to define critical portions of the entire schedule.
- E. Include conferences and meetings in schedule.
- F. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- G. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, Products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- H. Indicate delivery dates for owner-furnished products.
- I. Coordinate content with schedule of values specified in Section 01 2000 - Price and Payment Procedures.
- J. Provide legend for symbols and abbreviations used.

### **3.03 CPM FORMAT**

- A. Show Network Logic.
- B. Show Successors and Predecessors in tabular form.

### **3.04 THREE WEEK LOOK AHEAD SCHEDULE**

- A. Each week during construction, provide schedule to look ahead three weeks, schedule can't be derived from the Project Scheduling Software. Provide increased detail as requested by the Owner or Architect to clearly show the work planned for the upcoming weeks.
- B. Distribute at the beginning of each weekly project meeting.

### **3.05 REVIEW AND EVALUATION OF SCHEDULE**

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.



### **3.06 UPDATING SCHEDULE**

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.
- G. DBC is required to submit an as-constructed schedule update, with changes noted above with each pay application.
- H. Float 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.

### **3.07 DISTRIBUTION OF SCHEDULE**

- A. Distribute copies of updated schedules to DBC's project site file, to Subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

**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 3100 - Available Project Information: Soil investigation data.~~
- B. Document 00 6000 - General Conditions: Inspections and approvals required by public authorities.
- C. Section 01 3000 - Administrative Requirements: Submittal procedures.
- D. 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.



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

### **1.02 RELATED REQUIREMENTS**

- A. Section 01 5100 - Temporary Utilities.

### **1.03 REFERENCE STANDARDS**

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

### **1.04 TELECOMMUNICATIONS SERVICES**

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



- a. ~~This service may reside at the DBC's office for this project if someone in the office can regularly check the device for messages.~~

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

#### **1.05 TEMPORARY SANITARY FACILITIES**

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

#### **1.06 BARRIERS**

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

#### **1.07 TEMPORARY FIRE PROTECTION**

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

#### **1.08 FENCING**

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

#### **1.09 EXTERIOR ENCLOSURES**

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

**1.10 INTERIOR ENCLOSURES**

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:
  - 1. Maximum flame spread rating of 75 in accordance with ASTM E84.

**1.11 SECURITY**

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

**1.12 VEHICULAR ACCESS AND PARKING**

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

**1.13 MATERIAL STORAGE SPACE**





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

#### 1.14 WASTE REMOVAL

- A. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.
- B. Encourage the separation of waste materials and sorting and disposal at a local recycling center.
- C. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- D. Provide containers with lids. Remove trash from site periodically.
- E. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- F. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

#### 1.15 PROJECT IDENTIFICATION

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

#### 1.16 FIELD OFFICES

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



**1.17 VISITOR PERSONAL PROTECTION EQUIPMENT**

- A. Provide six sets of Personal Protection Equipment (PPE) for use by official visitors to the project site during construction. Visitor PPE shall include as a minimum, hard hat, and protective eye goggles. Provide high visibility garments when moving vehicles are in use on the construction site. Store in Field Office and reserve for use by visitors to the project site.
- B. Maintain in good condition through the course of the project and replace equipment that does not meet personal safety requirements.

**1.18 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

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

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**



## **PART 1 GENERAL**

### **1.01 SECTION INCLUDES**

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

### **1.02 RELATED REQUIREMENTS**

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

### **1.03 CONSERVATION**

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

### **1.04 TEMPORARY ELECTRICITY**

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

### **1.05 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES**

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



- F. Permanent building lighting may be utilized during construction.

#### **1.06 TEMPORARY HEATING**

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

#### **1.07 TEMPORARY COOLING**

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

#### **1.08 TEMPORARY VENTILATION**

- A. Existing ventilation equipment may not be used.

#### **1.09 TEMPORARY WATER SERVICE**

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

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

#### **END OF SECTION**



## **PART 1 GENERAL**

### **1.01 SECTION INCLUDES**

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

### **1.02 REFERENCE STANDARDS**

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

### **1.03 PERFORMANCE REQUIREMENTS**

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

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



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

**1.04 WORK INCLUDED BUT SPECIFIED ELSEWHERE**

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

**1.05 SUBMITTALS**

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

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

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

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



4. Tensile Strength: 100 lb-f, minimum, in cross-machine direction; 124 lb-f, minimum, in machine direction; when tested in accordance with ASTM D4632/D4632M.
  5. Elongation: 15 to 30 percent, when tested in accordance with ASTM D4632/D4632M.
  6. Tear Strength: 55 lb-f, minimum, when tested in accordance with ASTM D4533.
  7. Color: Manufacturer's standard, with embedment and fastener lines preprinted.
- F. Silt Fence Posts: One of the following, minimum 5 feet long:
1. Softwood, 4 by 4 inches in cross section.
- G. Gravel: See Section 32 1123 for aggregate.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

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

#### **3.02 PREPARATION**

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

#### **3.03 SCOPE OF PREVENTIVE MEASURES**

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

- a. Slope of Less Than 2 Percent: 100 feet..
  - b. Slope Between 2 and 5 Percent: 75 feet.
  - c. Slope Between 5 and 10 Percent: 50 feet.
  - d. Slope Between 10 and 20 Percent: 25 feet.
  - e. Slope Over 20 Percent: 15 feet.
- D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
- 1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
  - 2. Straw bale row blocking entire inlet face area; anchor into pavement.
- E. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.
- F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
- G. Soil Stockpiles: Protect using one of the following measures:
- 1. Cover with polyethylene film, secured by placing soil on outer edges.
  - 2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw or hay.
- H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
- 1. Wood Waste: Use only on slopes 3:1 or flatter; no anchoring required.
- I. Temporary Seeding: Use where temporary vegetated cover is required.

### **3.04 INSTALLATION**

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

3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch high barriers, minimum 48 inch long posts spaced at 6 feet maximum, with fabric embedded at least 6 inches in ground.
  4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet, use nominal 32 inch high barriers with woven wire reinforcement and steel posts spaced at 4 feet maximum, with fabric embedded at least 6 inches in ground.
  5. Install with top of fabric at nominal height and embedment as specified.
  6. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches, with extra post.
  7. Fasten fabric to wood posts using one of the following:
    - a. Four nails per post with 3/4 inch diameter flat or button head, 1 inch long, and 14 gage, 0.083 inch shank diameter.
    - b. Five staples per post with at least 17 gage, 0.0453 inch wire, 3/4 inch crown width and 1/2 inch long legs.
  8. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches high with post spacing not more than 4 feet.
- C. Straw Bale Rows:
1. Install bales in continuous rows with ends butting tightly, with one bale at each end of row turned uphill.
  2. Install bales so that bindings are not in contact with the ground.
  3. Embed bales at least 4 inches in the ground.
  4. Anchor bales with at least two stakes per bale, driven at least 18 inches into the ground; drive first stake in each bale toward the previously placed bale to force bales together.
  5. Fill gaps between ends of bales with loose straw wedged tightly.
  6. Place soil excavated for trench against bales on the upslope side of the row, compacted.
- D. Mulching Over Large Areas:
1. Dry Straw and Hay: Apply 2-1/2 tons per acre; anchor using dull disc harrow or emulsified asphalt applied using same spraying machine at 100 gallons of water per ton of mulch.
  2. Wood Waste: Apply 6 to 9 tons per acre.
  3. Erosion Control Matting: Comply with manufacturer's instructions.

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

### **3.05 MAINTENANCE**

- A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Silt Fences:
  - 1. Promptly replace fabric that deteriorates unless need for fence has passed.
  - 2. Remove silt deposits that exceed one-third of the height of the fence.
  - 3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- D. Straw Bale Rows:
  - 1. Promptly replace bales that fall apart or otherwise deteriorate unless need has passed.
  - 2. Remove silt deposits that exceed one-half of the height of the bales.



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- 3. Repair bale rows that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- E. Clean out temporary sediment control structures weekly and relocate soil on site.
- F. Place sediment in appropriate locations on site; do not remove from site.

**3.06 CLEAN UP**

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

**END OF SECTION**



## **PART 1 GENERAL**

### **1.01 SECTION INCLUDES**

- A. 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.



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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 (PM<sub>10</sub>): 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](http://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](http://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**



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**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.



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**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](http://www.aqmd.gov)
- G. SCS (CPD) - SCS Certified Products; Scientific Certification Systems; current listings at [www.scscertified.com](http://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
  3. Modified Bituminous 500



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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.





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4. This provision is applicable to LEED Credit EQ 4.1; submit LEED Prohibited Content Installer Certification Forms and all support material per section 01 35 16.07.
5. Certification: Require each installer to certify compliance and submit product data showing product content.
  - a. Evidence of Compliance: Acceptable types of evidence are:
    - 1) Report of laboratory testing performed in accordance with requirements.
    - 2) Published product data showing compliance with requirements.
6. Limits for specific product categories:
  - a. Architectural paints, coatings and primers applied to interior walls and ceilings per GreenSeal GS-11
    - 1) Flats: 50 g/L
    - 2) Non-Flats: 150 g/L
    - 3) Primers 50 g/L
  - b. Interior Anti-Corrosive and Anti-rust paints, coatings and primers per GreenSeal GS-03, Anti-Corrosive Paints
    - 1) 250 g/L
  - c. All other coatings, paints and sealers per SCAQMD Rule #1113, Architectural Coatings
    - 1) Coating CategoryVOC Limit g/L
      - (a) Bond Breakers 350
      - (b) Clear Wood Finishes275
      - (c) Varnish275
      - (d) Sanding Sealers275
      - (e) Lacquer275
      - (f) Clear Brushing Lacquer275
      - (g) Concrete-Curing Compounds100
      - (h) Concrete-Curing Compounds For Roadways and Bridges350
      - (i) Dry-Fog Coatings150
      - (j) Fire-Proofing Exterior Coatings350



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- (k) Fire-Retardant Coatings Clear 650
- (l) Fire-Retardant Coatings Pigmented 350
- (m) Flats50
- (n) Floor Coatings50
- (o) Graphic Arts (Sign) Coatings 500
- (p) Industrial Maintenance (IM) Coatings100
- (q) High Temperature IM Coatings 420
- (r) Zinc-Rich IM Primers100
- (s) Japans/Faux Finishing Coatings350
- (t) Magnesite Cement Coatings450
- (u) Mastic Coatings300
- (v) Metallic Pigmented Coatings500
- (w) Multi-Color Coatings250
- (x) Nonflat Coatings50
- (y) Nonflat High Gloss50
- (z) Pigmented Lacquer 275
- (aa) Pre-Treatment Wash Primers420
- (ab) Primers, Sealers, and Undercoaters100
- (ac) Quick-Dry Enamels 50
- (ad) Quick-Dry Primers, Sealers, and Undercoaters100
- (ae) Recycled Coatings250
- (af) Roof Coatings50
- (ag) Roof Coatings, Aluminum100
- (ah) Roof Primers, Bituminous350
- (ai) Rust Preventative Coatings100
  
- (aj) Shellac Clear 730
- (ak) Shellac Pigmented 550
- (al) Specialty Primers100



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- (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.scs-certified.com](http://www.scs-certified.com).
    - b. Published product data showing compliance with requirements.
- H. Other Product Categories: Comply with limitations specified elsewhere.

### **PART 3 EXECUTION**

#### **3.01 FIELD QUALITY CONTROL**



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- 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.



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- 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.~~



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- 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 Daliy 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 and Owner 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**

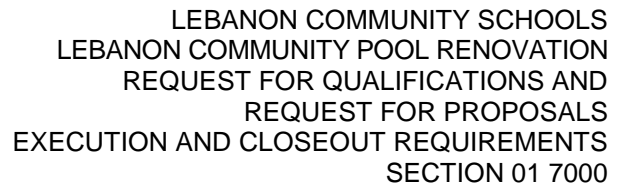
- A. The stability and integrity of the existing structure during demolition and selective demolition shall be maintained at levels generally acceptable within the construction industry by the use of temporary bracing, shoring, and underpinning until the proposed structure modifications are completed. 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.
  - 2. Obtain required permits from authorities.



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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/or extend existing systems to accommodate new construction.
1. Notify affected utility companies before starting work and comply with their requirements.
  2. Mark location and termination of utilities.
  3. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  4. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by the Owner. Provide temporary services during interruption of existing utilities, as acceptable to the Owner
  5. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  6. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.



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- N. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- O. Clean remaining structure, equipment and facilities of all dirt, dust, and debris caused by demolition work. Return areas to conditions existing prior to the start of the work.
- P. Do not begin new construction in alterations areas before demolition is complete.
- Q. Comply with all other applicable requirements of this section.

**3.07 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Sawcutting:



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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.





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- 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 and Owner:
  - 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.



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- 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 and Owner will, as soon as possible thereafter, make an observation visit to the site to determine completion status.
- C. Should Architect or Owner 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.
- E. ~~See: **AIA A201 General Conditions of the Contract for Construction** for additional requirements.~~

### 3.17 ADDITIONAL FEES FOR DELAYS IN COMPLETING THE WORK

- A. Architect will make 2 visits to the project site, one at Substantial Completion and one at Final Completion.
- B. Should Architect be required to make more than the stated 2 final site visits due to 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:



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- 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 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01 7000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

## **1.03 DEFINITIONS**

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

#### **1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Submit Waste Management Plan within 10 calendar days after receipt of Notice of Award, 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.



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- 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.





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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 are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Binders to be Wilson Jones #344 Series of equivalent, as approved by the Owner. Minimum ring size 1". Do not overfill binders.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of 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**