

Project Manual for:

**Springfield School District 19
Structural Roof and Large-Span Truss
Repair Services**

**Project No: 25-26/01
Springfield, Oregon**



SPRINGFIELD
PUBLIC SCHOOLS

Every Student, Every Day

16 March 2026

TABLE OF CONTENTS

SECTION 00 01 01	Project Title Page	Page	3
SECTION 00 11 13	Advertisement for Bids	Page	4
SECTION 00 11 20	Important Procurement Dates	Page	5
SECTION 00 21 13	Instructions to Bidders	Page	6
SECTION 00 41 00	Bid Form	Page	18
SECTION 00 52 00	Form of Agreement	Page	31
SECTION 00 61 13	Performance and Payment Bond	Page	36
SECTION 00 62 40	Out of State Items	Page	38
SECTION 00 70 00	General Conditions of the Contract	Page	39
SECTION 00 73 00	Supplemental Conditions of the Contract	Page	90
SECTION 01 23 00	Alternates	Page	95
SECTION 01 25 00	Substitutions	Page	96
SECTION 01 29 00	Applications for Payment	Page	101
SECTION 01 31 00	Project Management and Coordination	Page	103
SECTION 01 32 00	Construction Progress Documentation	Page	111
SECTION 01 33 00	Payment Submittal Procedures	Page	114
SECTION 01 40 00	Quality Requirements	Page	121
SECTION 01 50 00	Temporary Facilities and Control	Page	126
SECTION 01 73 00	Execution Requirements	Page	133
SECTION 01 73 29	Cutting and Patching	Page	139
SECTION 01 77 00	Closeout Procedures	Page	143
SECTION 01 78 23	Operation and Maintenance Data	Page	148
SECTION 01 78 39	Project Record Documents	Page	155

PROJECT TITLE PAGE

PROJECT TITLE:

SPRINGFIELD SCHOOL DISTRICT 19

STRUCTURAL ROOF AND LARGE-SPAN TRUSS REPAIR SERVICES

OWNER:

SPRINGFIELD PUBLIC SCHOOLS

640 A Street

Springfield, OR 97477

Contact: Terry Rutledge

Tel: (541) 744-6375

Cell: (541) 913-2592

ENGINEER:

MILLER CONSULTING ENGINEERS

9600 SW Oak Street, Suite 400

Portland, OR 97223

Contact: Ron Vandehey

Tel: (503) 246-1250 x1030

Email: ron@miller-se.com

DATE:

16 March 2026

END OF PROJECT TITLE PAGE

ADVERTISEMENT FOR BIDS

Springfield School District No. 19

Location: Various Sites

Project: Structural Roof and Large-Span Truss Repair Services

Bids Due: Wednesday, April 15, 2026, 2:00 pm

Invitation to Bid

Solicitation No: ITB 25-26/01

Bids must be clearly marked “STRUCTURAL ROOF AND LARGE-SPAN TRUSS REPAIR SERVICES”. Sealed bids will be received by Demian Laudati, Purchasing Manager, Springfield School District No. 19, at the Administration Building, 640 A Street, Springfield, Oregon, 97477, or via email at demian.laudati@springfield.k12.or.us, by the time and date listed above. The bids will then be publicly opened and read aloud. 1st Tier Subcontractor Disclosure Statements are due by 4:00 PM on the above date for bids to be considered for award. Bids and 1st Tier Subcontractor Disclosure Statement received after the required time and date will not be considered.

The scope of work for this bid includes, briefly: Springfield School District No. 19 (the “District”) is soliciting Bids from qualified, licensed contractors to provide structural repairs of wood trusses and wood glulam beams for the following schools:

- | | | |
|--------------------------|--------------------|------------------------------------|
| 1. Centennial Elementary | 5. Page Elementary | 8. Two Rivers Dos Rios Elementary |
| 2. Guy Lee Elementary | 6. Briggs Middle | 9. Walterville Elementary |
| 3. Mohawk Elementary | 7. Thurston Middle | 10. Gateways High, Brattain Campus |
| 4. Thurston High | | |

The selected contractor(s) will provide support to the District in implementing structural repairs to roof systems and large-span trusses, as identified through recently completed or ongoing structural roof and truss evaluations.

MANDATORY pre-bid meetings/site visits will be conducted over two days to allow bidders to visit all project locations.

Attendance at both meetings is required for a bid to be considered responsive. Each meeting will begin at the location listed below and will continue as a site tour to additional project locations.

Day 1: April 2, 2026 – 9:00 am Starting location: Walterville Elementary School

Day 2: April 3, 2026 – 9:00 am Starting location: Guy Lee Elementary School

Bidding documents are those prepared by Miller Consulting Engineers, 9600 SW Oak Street, Suite 400, Portland, OR 97223, 503-246-1250. Bidders may download plan documents directly from the District Website at

<https://www.springfield.k12.or.us/services/business/procurement> or at Oregon Buys at

<https://oregonbuys.gov/bsa/view/login/login.xhtml>. Bidding documents will also be available for examination during the bidding period at:

- Springfield School District No. 19 Facilities & Operations Center, 1890 N. 42nd Street, Springfield, OR 97477
- Springfield School District No. 19 Administration Offices, 640 A Street, Springfield, OR 97477
- Miller Consulting Engineers, 9600 SW Oak Street, Suite 400, Portland, OR 97223, 503-246-1250

This project is a PREVAILING WAGE project; therefore, no bid will be received or considered unless the Bid contains a statement by the bidder, as part of the bid, that “Contractor agrees to be bound by and will comply with the applicable provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.”

Publish Date: March 16, 2026

Daily Journal of Commerce

END OF SECTION 00 11 13

IMPORTANT PROCUREMENT DATES (INFORMATIONAL ONLY)

Advertisement for Bids Published	March 16, 2026
Mandatory Pre-Bid Meeting/Site Tours – Walterville Elementary	April 2, 2026 – 9:00 am, PST
Mandatory Pre-Bid Meeting/Site Tours – Guy Lee Elementary	April 3, 2026 – 9:00 am, PST
Deadline for Questions to the Engineer	April 8, 2026
Final Addenda Issued (if necessary)	April 12, 2026
Bid Closing/Bid Opening	April 15, 2026 – 2:00 pm, PST
First Tier Subcontractor Disclosure Deadline	April 15, 2026 – 4:00 pm, PST

Note: This schedule is provided for informational purposes only. In the event of any discrepancy, the dates and times stated in the Advertisement for Bids or subsequent addenda shall control. The District reserves the right to alter the schedule as necessary.

END OF SECTION 00 11 20

INSTRUCTIONS TO BIDDERS

1.1 SUBMISSION OF BIDS AND BID OPENING:

- A. In accordance with ORS 279C.365, bids will be received by Demian Laudati, Purchasing Manager, Springfield School District No. 19, for the Structural Roof and Large-Span Truss Repair Services, and will be opened and read aloud at the time and place outlined in the Advertisement for Bids. Bidders, or their representatives, and other interested persons may be present at the opening of proposals.
- B. The envelope containing the Bid form and required attachments must be sealed and addressed to Springfield School District No. 19, Lane County, Oregon, 640 A Street, Springfield, Oregon 97477, and marked on the outside: "Structural Roof and Large-Span Truss Repair Services", with the name of the Bidder and its Oregon State Construction Contractor's Board Registration Number. A similar, separate envelope shall be used to submit the First-Tier Subcontractor Disclosure Statement at the time and location identified in the Advertisement for Bids.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. The bidder may email their completed bid documents to **Demian Laudati, Purchasing Manager** at demian.laudati@springfield.k12.or.us.

1.2 BIDDING DOCUMENTS:

- A. Bidding Documents include the Advertisement for Bids, Instructions to Bidders, Bid Form, First Tier Subcontractor Disclosure Statement, the Bid Bond, Affidavit of Non-Collusion, the Statement of Qualifications, and the proposed Contract Documents, including any Addenda issued before receipt of bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the Successful Bidder upon award of the Contract.
- B. Bidders may obtain complete sets of the Bidding Documents as designated in the Advertisement for Bids. Bidders are responsible for all costs of reproduction.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the District nor the Engineer shall assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. The District, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant authority for any other use.
- E. Signature in ink is required on all bid documents and must be signed by an authorized representative of the Bidder. Bids and pricing information shall be prepared by typewriter, ink, or by computer, but must be signed in ink by an authorized representative of the Bidder. No oral, telegraphic, telephonic, or facsimile bids will be accepted.

1.3 DEFINITIONS:

- A. **THE BID:**
A Bid is a complete and properly signed offer to do the work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

B. BASE BID:

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform all the Work shown and described in the Bidding Documents as a lump sum bid, to which Work may be added or deducted for the sums stated in Alternate Bids, if any.

C. ALTERNATES:

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted by the District. Any or all Alternates may be accepted or rejected in any order.

1.4 QUALIFICATIONS OF BIDDERS:

A. Before the Bid is considered for award, the District shall review the bidder qualification form submitted with the Bidder's Bid. Bidder qualifications to be listed upon the qualification form will include as a minimum, a listing of Bidder's previous contracts of a nature similar with technical complexity, operations and size to that being bid upon; a listing of Bidder's staff to include managerial, technical, and laboring positions; summary of Bidder's plan for completion of the Work and equipment available for use in the execution of the Contract; and the listing of the projects to which Bidder is currently obligated or anticipates being obligated during this Work. The District reserves the right to request the Bidder submit the following additional information within seventy-two (72) hours after Bid opening: (1) references, to include a listing of previous and current projects, (2) financial statements indicating current financial status, prepared in accordance with generally accepted accounting principles, by a Certified Public Accountant licensed to do business in the State of Oregon, and (3) Contractor's Drug Testing policy in accordance with ORS 279C.505(2). The District reserves the right to reject the Bid of any Bidder who fails to furnish promptly and properly all the information called for as aforesaid when notified to do so.

B. Pursuant to ORS 279C.440, a Bidder may be disqualified from consideration for award of District contracts if any of the following conditions appear:

1. Bidder has been convicted of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. Bidder has been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously and directly affects the Bidder's responsibility as a contractor.
3. Bidder has been convicted under state or federal antitrust statutes.
4. Bidder has violated a contract provision that is regarded by the District or the Construction Contractors Board to be so serious as to justify disqualification. A violation may include, but is not limited to, a failure to perform the terms of a contract or an unsatisfactory performance in accordance with the terms of the contract. However, a failure to perform or an unsatisfactory performance caused by acts beyond the control of the Bidder may not be considered to be a basis for disqualification.
5. Bidder does not carry workers' compensation or unemployment insurance as required by statute.

C. Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. Should it appear that Bidder has made a material misrepresentation, District shall have the right to

terminate the Contract for Contractor's breach, and District may then pursue such remedies as exist elsewhere under this Contract, or as otherwise are provided at law or equity.

- D. The District shall issue a written decision to disqualify a Bidder under ORS 279C.440. Such a decision will identify the reasons why the Bidder is disqualified. The Bidder may appeal its disqualification pursuant to ORS 279C.445.
- E. Bidders shall be licensed with the State of Oregon Construction Contractors Board (CCB) before bidding on Public Improvements Contract(s). FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTIONS.
- F. All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board (CCB) at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

1.5 BIDDER'S REPRESENTATIONS: Each Bidder, by submitting its Bid, represents that:

- A. Bidder has read and understands the Bidding Documents and its Bid is made in accordance therewith; and Bidder agrees to be bound by the terms and requirements outlined in the Bidding and Contract Documents.
- B. Bidder has visited the site, has familiarized itself with the local conditions under which the Work is to be performed in accordance with Paragraph 12 herein, and has correlated its observations with the requirements of the proposed Contract Documents.
- C. Its Bid is based upon the materials, systems, and equipment required by the Bidding Documents without exception.
- D. Bidder has the capability, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, physical plant, management, superintendence, equipment, and materials which will assure effective and efficient good-faith performance in full compliance with the Contract Documents and with any schedules and completion dates required by the District.
- E. The Bidder acknowledges and represents that it has made allowances for normal inclement weather indigenous to the Project Site, in its estimating, planning, and scheduling of the Work.
- F. The Bidder further acknowledges that the Contract Documents are, in its opinion, appropriate and adequate for completing this project and for the construction of sound and suitable work.
- G. The Bidder hereby certifies that the Work shall be completed, in place, in full accordance with the Contract Documents, within the time limits specified.

1.6 PREPARATION AND SUBMITTAL OF BID FORM:

- A. Bids shall be submitted utilizing the Bid Form provided with the Bidding Documents, and shall be complete in every respect. The total Bid amount shall be entered in words and figures in the space provided. Where applicable, the unit price of lump sum items and their extensions shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of an amount that appears on the face of the bid to have involved an erasure, deletion, whiteout, substitution, and/or other such change or alteration shall be initialed by the person signing the bid and show the date of the change or alteration. A failure to comply with this requirement may be cause for disqualification of the Bid.

- B. For lump sum Bids, in the event of a discrepancy between the Bid amount in writing and that in figures, the written value shall govern.
- C. Bids shall not contain any restatement or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral, facsimile, or telephonic bids or modifications will be considered.
- D. Bids shall be delivered to the District on or before the day and hour set for the receipt of bids, enclosed in a sealed, opaque envelope and bearing the title of the work, name of the Bidder, and Bidder's CCB Registration Number.

1.7 BID SECURITY:

- A. Each Bid must be accompanied by bid security in the form of: (1) an irrevocable letter of credit; or (2) a cashier's check or a Certified Check of the Bidder, made payable to the District; or (3) a surety bond on the Bid Bond Form provided herein or on a similar form which in every respect materially complies with said Bid Bond. Bid security shall be in the amount of ten percent (10%) of the Base Bid plus any positive alternate amounts. Any Bid Bond shall be issued by a Surety company licensed to conduct business in the State of Oregon and be acceptable to the District. The Surety signing the Bid Bond shall be registered with the Oregon State Insurance Commissioner, and the Surety's name shall appear in the current Authorized Insurance Company list in the State of Oregon published by the office of the Insurance Commissioner. Each Surety's name must also appear on the United States Treasury Department's list of authorized sureties, circular 570, as amended.
- B. The Bid security is given as a guarantee that the Bidder will enter into a Contract if awarded the Work and, in the case of refusal or failure to so enter into said Contract, the security shall be declared forfeited to the District, in accordance with ORS 279C.385. Such security shall be returned to all but the three (3) lowest Bidders within seven (7) days after the opening of the Bids, and the remaining securities will be returned within forty-eight (48) hours after the District and the successful Bidder have executed the Contract. If no Contract has been awarded or the Bidder has not been notified of the acceptance of its Bid, within thirty (30) days of the Bid opening, the Bidder may withdraw its Bid and request the return of its Bid security. If, at the District's request, the Bidder agrees to extend and maintain its Bid beyond the specified thirty (30) days, its Bid security will not be returned until after the District and the Successful Bidder have executed the Contract.

1.8 INSURANCE BINDER:

- A. Each Bid shall be accompanied by a letter or form from the Bidder's insurance company stating that upon award of the Contract, the types and amount of insurance required elsewhere in these specifications will immediately become effective.

1.9 UNIT PRICES:

- A. The Bidder shall include in the spaces provided on the Bid Form a Bid for each unit price.
- B. The District may accept or reject any or all of these unit prices and include them in the Contract. The District is not obligated to use these unit prices and may require the Contractor to provide a complete breakdown of costs listed therein.

1.10 STATEMENT OF QUALIFICATIONS:

Each bid shall be accompanied by a Statement of Qualification completed on the form included herein or on a similar form, which materially includes the information requested.

1.11 LIQUIDATED DAMAGES (Forfeiture of Security Deposit):

The successful Bidder, upon its failure or refusal to execute the Contract within ten (10) days after it has received a Notice of Intent to Award, shall forfeit to the District the security deposited with its Bid, as liquidated damages for such failure or refusal.

1.12 SITE CONDITIONS AND CONDITIONS OF THE WORK:

- A. Each Bidder must acquaint itself thoroughly as to the character and nature of the Work to be done and the conditions under which the work will be performed. Each Bidder furthermore must make a careful examination of the site of the Work and inform itself fully as to the difficulties to be encountered in the performance of the Work, the facilities for delivering, storing, and placing materials and equipment, existing and available services and utilities, environmental and access constraints, permit requirements, and other conditions relating to construction and labor.
- B. The Successful Bidder, subject to Paragraph 12.6 of the General Conditions, Section 00 7000, entitled "Differing Site Conditions", assumes all risk as to the nature and behavior of the soil or subsurface conditions which underlie the Work or is adjacent thereto, or difficulties that may be due to any unfavorable conditions that may be encountered in the Work, whether apparent on surface inspection or disclosed after construction begins.
- C. No plea of ignorance of conditions that exist or may hereafter exist on the site of the Work, or difficulties that may be encountered in the execution of the Work, as a result of failures to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Successful Bidder to fulfill in every detail all the requirements of the Contract Documents and to complete the Work for the consideration set forth therein, or as a basis for any claim whatsoever.
- D. Insofar as possible, the Successful Bidder, in carrying out its work, must employ such methods or means as will not cause interruption of or interference with the Work of the District or any separate Contractor.
- E. The Contract includes excavation on an unclassified basis. The cost of all excavation and backfill required under this Contract is a part of the Base Bid. No distinction will be made insofar as payment is concerned between earth and rock.
- F. ☐ If the box is checked, either Bidder or a subcontractor must be licensed under ORS 468A.720 regarding asbestos abatement.

1. Bidders shall be licensed with the Oregon Department of Environmental Quality (DEQ) per ORS Chapter 701, and OAR Chapter 340, Division 248, prior to bidding on Public Improvements Contract(s). FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTIONS.

2. All subcontractors participating in the project area shall be similarly licensed with the Oregon DEQ at the time they propose to engage in subcontract work.

1.13 BIDDER'S QUESTIONS, ADDENDA, AND INTERPRETATIONS:

- A. Bidders and Sub-Bidders shall promptly notify the District of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions. No interpretation of the meaning of the drawings, specifications, or other Contract Documents will be made to any Bidder orally.
- B. Every request for such technical and design interpretation shall be in writing, addressed to Miller Consulting Engineers, 9600 SW Oak Street, Suite 400, Portland, OR 97223. To be given consideration, the

request must be received by the Engineer at least seven (7) calendar days before the date fixed for the opening of the Bids.

- C. Any such interpretations and any supplemental instruction will be in the form of written addenda to the Bidding Documents which, if issued, will be posted on the District procurement website and OregonBuys, or transmitted via email to all prospective Bidders (to the respective email addresses furnished for such purposes) not later than seventy-two (72) hours before the date and time fixed for the opening of the Bids. (Each Bidder wishing to receive notice of addenda shall register as a prime bidder with Demian Laudati, Purchasing Manager, Springfield School District No. 19, 640 A Street, Springfield, Oregon 97477. The District will not be responsible for any other explanations or interpretations of the proposed documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligation under its Bid as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. If the Bidder (or any person bidding to Bidder and/or subsequently in contract with the Bidder, relating to the subject project) knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the Bidding or Contract Documents, said Bidder (or sub-bidder) has an obligation to seek a clarification thereof from the District before the Bid. The District will welcome such a clarification request, and, if deemed necessary by the District, the District will issue a written addendum clarifying the matter in question. Change orders presented at the initial meeting between the District and the Contractor will be presumed to have been the proper subject of a clarification and will be disallowed.
- E. Each Bidder shall ascertain before submitting its Bid that it has received all Addenda issued and shall acknowledge receipt and inclusion in its Proposal of all Addenda.
- F. IN ADDITION, if required by the Addendum or Addenda, Bidders shall sign and return the Addendum or Addenda before the Closing time and date.

1.14 PROTEST PROCESS:

- A. A Bidder may protest the Specifications or Contract terms and conditions by delivering a written protest on those matters to the District not less than ten (10) days before the date fixed for the opening of the Bids. All protests of Specifications or Contract terms and conditions must be in writing and must comply with OAR 137-049-0260(3).
- B. A Bidder may submit to the District a written protest of the District's intent to award the Contract within five (5) days after the District's issuance of the notice of intent to award the Contract. A Bidder may submit a protest of the award only as allowed by, and only in compliance with, OAR 137-049-0450(4).

1.15 SECURITY FOR FAITHFUL PERFORMANCE:

The Successful Bidder shall furnish a Performance Bond and Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract sum, as security for the faithful performance of this Contract and also as security for the payment of all persons performing labor and furnishing materials under this Contract. The Performance and Payment Bonds shall be acceptable to the District, in accordance with State law, and shall be delivered to the District not later than the date of execution of the Contract. The Surety signing the Bidder's Bond shall be registered with the Oregon State Insurance Commissioner, and the Surety's name shall appear in the current Authorized Insurance Company list in the State of Oregon published by the office of the Insurance Commissioner. Each Surety's name must also appear on the United States Treasury Department's list of authorized sureties, circular 570, as amended. No Work shall commence at the project site until approved Bonds are received by the District. Both bonds shall comply with ORS Sections 279C.375, 279C.625, and 701.430.

1.16 TIME FOR COMPLETION:

The time for completion of this Contract shall be as listed in the Bid Form, Specification Section 00 4100, noted as "Milestone Dates List" for Substantial Completion, and as fixed in the Owner-Contractor Agreement.

1.17 LOCATION OF THE WORK:

The site of the proposed work is on District-owned property, public streets, easements, and/or other right-of-ways, as shown on the drawings.

1.18 LIABILITY INSURANCE AND WORKER'S COMPENSATION:

The Successful Bidder will be required to carry public liability, workers' compensation, and other insurance in the amounts and under the terms stipulated under the General Conditions. No Work shall commence at the project site until approved Certificates are received by the District.

1.19 BIDDERS REFERRED TO LAWS:

- A. The attention of the Bidders is called to the provisions of all Local, State and Federal laws, regulations, ordinances and resolutions applicable to the work, as well as laws, regulations, ordinances, resolutions and permits relating to obstructing streets, maintaining signals, storing and handling of explosives, preserving safety or affecting the Bidder, or its employees or its work hereunder in its relation to the District or any other person. The Bidder shall obey all such laws, regulations, ordinances, permits, or resolutions applicable to the Work or controlling or limiting Contractors while engaged in the execution of the Work under this Contract.
- B. The provisions of this Contract shall be interpreted in accordance with the laws of the State of Oregon and in accordance with the laws, ordinances, regulations, permits, and resolutions of the City of Springfield and Lane County.
- C. The District will not receive or consider a Bid for a Public Improvement Contract unless the Bidder is registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board, as specified in OAR 137-049-0230, as applicable.

1.20 TAXES:

Contractor shall include in its Bid and pay for all applicable taxes. Refer to General Conditions regarding further discussion.

1.21 RIGHT TO REJECT BIDS:

The District may reject any Bid not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under ORS 279C.375(3)(b), and may reject for good cause all Bids after finding that doing so is in the public interest. The District reserves the right to cancel the solicitation at any time in its sole discretion and to waive minor informalities and irregularities, in accordance with applicable law, when it deems necessary or advisable, in its sole discretion.

1.22 MODIFICATION OR WITHDRAWAL OF BID:

- A. Before the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder, and must be received by the District on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.
- B. Withdrawn Bids may be resubmitted up to the time designated for the receipt of the Bids, provided that they are then fully in conformance with the Instructions to Bidders.

- C. After Bid opening, the District may permit a Bidder to withdraw its Bid, based on one or more clerical errors in the Bid, only if the Bid shows with objective proof and by clear and convincing evidence:
 - 1. The nature of the error;
 - 2. That the error is not a minor informality under this subsection or an error in judgment;
 - 3. That the error cannot be corrected or waived under DJ-AR 49-0350;
 - 4. That the Bidder acted in good faith in submitting a Bid that contained the claimed error and in claiming that the alleged error in the Bid exists;
 - 5. That the Bidder acted without gross negligence in submitting a Bid that contained a claimed error;
 - 6. That the Bidder will suffer substantial detriment if the Contracting Agency does not grant the Bidder permission to withdraw the Bid;
 - 7. That the Contracting Agency's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the Contracting Agency or the public it represents; and
 - 8. That the Bidder promptly gave notice of the claimed error to the Contracting Agency.
- D. Bid security, if any is required, shall be in an amount sufficient for the Bid as modified or resubmitted.
- E. A decision denying withdrawal of the Bid pursuant to Article 21.A herein shall be final and conclusive unless the Bidder appeals the decision within ten (10) days after receipt of the decision.
- F. If, upon appeal, it is determined that the decision refusing withdrawal of the Bid was arbitrary or capricious, the sole relief shall be withdrawal of the Bid and return of the Bid security.

1.23 DISCLOSURE AND SUBSTITUTION OF FIRST-TIER SUBCONTRACTORS

- A. Within two (2) working hours after the date and time of the deadline when the bids are due to the public contracting agency, for any Public Improvement project exceeding \$100,000, all Bidders shall submit to the Agency a disclosure form, included in the Bid Form (Section 00 4100), identifying any first-tier subcontractors (those Entities that would be contracting directly with the prime contractor) that will be furnishing labor and/or materials on the contract, if awarded, whose subcontract value would be equal to or greater than:
 - 1. Five percent (5%) of the total Contract Price, but at least \$15,000; or
 - 2. \$350,000, regardless of the percentage of the total Contract Price.
- B. Bidders are required to disclose the following information about each required first-tier subcontractor:
 - 1. The subcontractor's name and address,
 - 2. The category of Work that the subcontractor would be performing,
 - 3. The subcontractor's Construction Contractor Board (CCB) registration number, if one is required, and
 - 4. The subcontract dollar value.
- C. The District must reject a bid if the Bidder fails to submit the disclosure form with this information by the stated deadline. (OAR 137-049-0360) If there are no subcontractors or suppliers required to be disclosed, Bidder must provide the required disclosure form, noting on the completed form "None". Compliance with the disclosure and submittal requirements of ORS 279C.370 and this rule is a matter of Responsiveness. Bids which are submitted by Bid Closing, but for which the separate disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract Award. A First Tier Subcontractor Disclosure Form, which has no subcontractors or suppliers and is completed with the word "None," must be submitted separately and be properly marked in the same manner as any other first-tier subcontractor disclosure form.

- D. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

1.24 DETAILED BID BREAKDOWN:

- A. Upon notification from the District to the Bidder that it has submitted the apparent lowest responsive Bid, the Bidder shall, within forty-eight (48) hours, provide a detailed breakdown of its Bid in a form acceptable to the District.
- B. The breakdown may be used by the District to verify accounting requirements and to determine whether the Bidder has grossly misjudged the requirements of any area.
- C. The Bidder's failure to provide the requested detailed breakdown in the specified time may result in rejection of the Bid Proposal in the sole discretion of the District.

1.25 AWARD OF CONTRACT:

Following expiration of the five (5) calendar-day intent to award protest period, and resolution of all protests, the District will proceed with final award. If the District receives only one bid, the District may dispense with the intent to award protest period and proceed with the award of a Contract.

If the District determines that a contract is to be awarded, it will award the contract to the lowest responsive and responsible Bidder. The "lowest responsible bidder" will be the lowest bidder who has substantially complied with all bidding requirements and procedures and who has not been disqualified by the District under ORS 279C.440. In determining the lowest responsible bidder, the District shall add a percentage increase of the bid of a nonresident bidder as required by ORS 279A.120. If all Bids exceed the District's cost estimate, the District may negotiate with the lowest responsive and responsible Bidder in accordance with ORS 279C.340 to solicit value engineering and other options to attempt to bring the contract within the contracting agency's cost estimate.

- A. The Lowest Bidder is determined by the aggregate amount of the Base Bid, plus any Alternates selected by the District.
- B. A Responsive Bidder shall mean a Bidder who has submitted a Bid which conforms, in all material respects, to the Bidding Documents.
- C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the Contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the District must determine that the Bidder:
 - 1. Has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
 - 2. Has completed previous contracts of a similar nature with a satisfactory record of performance. A satisfactory record of performance means that, to the extent the costs associated with and time available to perform a previous contract were within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. A Contracting Agency should carefully scrutinize a Bidder's record of contract performance if the Bidder is or recently has been materially deficient in contract performance. In reviewing the Bidder's performance, the Contracting Agency should determine whether the Bidder's deficient performance was expressly excused under the terms of the contract, or whether the Bidder took appropriate corrective action. The Contracting Agency may

review the Bidder's performance on both private and Public Contracts in determining the Bidder's record of contract performance. The Contracting Agency shall make its basis for determining that a Bidder is not responsible under this paragraph part of the Solicitation file;

3. Has a satisfactory record of integrity. A Bidder may lack integrity if a Contracting Agency determines the Bidder demonstrates a lack of business ethics, such as violation of state environmental laws or false certifications made to a Contracting Agency. A Contracting Agency may find a Bidder not Responsible based on the lack of integrity of any Person having influence or control over the Bidder (such as a key employee of the Bidder that has the authority to significantly influence the Bidder's performance of the Contract or a parent company, predecessor, or successor Person). The standards for Conduct Disqualification under DJ-AR 49-0370 may be used to determine a Bidder's integrity. A Contracting Agency may find a Bidder non-responsible based on previous convictions of offenses related to obtaining or attempting to obtain a contract or subcontract, or in connection with the Bidder's performance of a contract or subcontract. The Contracting Agency shall make its basis for determining that a Bidder is not responsible under this paragraph part of the Solicitation file;
 4. Is legally qualified to contract with the Contracting Agency; and
 5. Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Bidder fails to promptly supply information requested by the Contracting Agency concerning responsibility, the Contracting Agency shall base the determination of responsibility upon any available information, or may find the Bidder not responsible.
- D. The ability of the low Bidder to provide the required bonds will not of itself demonstrate the responsibility of the Bidder.
- E. The District reserves the right to defer award of this Contract for a period of thirty (30) days after the due date of the Bids. During this period of time, the Bidder shall guarantee the prices quoted in its Bid.

1.26 SUBCONTRACTORS:

- A. All Subcontractors proposed for the Work must be acceptable to the District.
- B. The District reserves the right to request the proposed Subcontractors to complete qualification forms and/or current financial statements prepared by a Certified Public Accountant. These forms will be similar to those required of a Bidder under the Instructions to Bidders.

1.27 MINIMUM WAGE RATES:

Labor required for the construction of this project is subject to the minimum wage rates as provided in the Supplementary General Conditions. No Bid will be received or considered by the District unless the Bid contains a statement by the Bidder as a part of its Bid that "Contractor agrees to be bound by and will comply with the provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148."

1.28 PRE-BID CONFERENCE (MANDATORY):

Mandatory Pre-Bid Conferences will be conducted by the District at the time indicated in the Advertisement for Bids to allow Bidders to question the District and the Engineer. The meetings will be held at the location identified in the Advertisement for Bids. (If no time is given in the Advertisement for Bids, no Pre-Bid Conference will be held.) Any

statements made by the District's representatives at the conference are not binding upon the District unless confirmed by a written addendum.

1.29 MILESTONE DATES AND SCHEDULE:

- A. A list of Milestone Dates is included in the Bidding Documents. Each Bidder shall submit the list of Milestone Dates, in its original form, with its bid and, in so doing, will attest that the Bidder intends to complete the Work and other aspects of the Project within the Milestone Dates. The Bidder may not condition its Bid on the acceptance of the District's delayed Milestone Dates.
- B. Within seven (7) calendar days after issuance of Notice to Proceed, the Contractor shall deliver to the District a detailed construction schedule for review and acceptance by the District and shall thereafter be referred to as the Schedule. The Schedule shall be, in form and content, acceptable to the District.
- C. The Bidder's attention is drawn to Division 1, Section 01 3200 of the General Requirements entitled "Schedule and Reports" for additional requirements.

1.30 SUBSTITUTIONS:

The attention of potential bidders and other interested parties is called to the conditions outlined in Division 1, Section 01 2500 of General Requirements, "Substitutions", regarding approval and product options for substitutions.

1.31 CONTRACTOR'S DRUG TESTING PROGRAM

Per ORS 279C.505(2), prior to Contract Award, Contractor shall certify to the District that it has a drug testing program in place for its employees that includes, at a minimum, the following:

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

1.32 BACKGROUND CHECKS

- A. No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provides the person with the opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents, and employees will have no direct unsupervised contact with students while on District property. Contractor will work with the District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, agents, or employees will have direct, unsupervised contact with students in a particular circumstance or circumstances, Contractor shall so notify the District before beginning any work that could result in such contact. Contractor authorizes District to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of Contractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Contractor shall pay all fees assessed by the Oregon Department of Education and by the District's background check vendor for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Contractor under this contract, unless the Contractor elects to pay such fees directly.

1.33 PERMITS & FEES

The Owner shall coordinate and obtain all permits necessary to obtain the general building permit for the Project. The Owner will pay for the general building permits (including right-of-way permits, grading and drainage, foundation, mechanical, plumbing, and electrical as necessary to initially begin construction), utility connection fees, system development charges, and related inspections. The Contractor will be responsible for obtaining and paying for all other permits, assessments, penalties, charges, licensing, and re-inspection fees required for the proper execution of the Work, which are legally required at the time the bids are received or thereafter as a consequence of the Contractor's acts or omissions. The Contractor is responsible for coordinating and obtaining all required inspections and approval signatures. The Contractor is required to submit all inspection records to the District at the completion of the project and as a prerequisite for final payment. Contractor shall not be entitled to any additional time for performance because of its failure to secure or coordinate with the Owner for procurement of any required permits on a timely basis. The contractor will be required to maintain the permit documents at the site as required by the governing authority.

1.34 CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By signature to the Bid Form, the Bidder attests or affirms under penalty of perjury that: "I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws.

END OF SECTION 00 21 13

BID FORM

Date:

Time:

TO:

**SPRINGFIELD SCHOOL DISTRICT NO. 19
OWNER
640 A STREET, Main Office
SPRINGFIELD, OREGON 97477**

FROM:

BIDDER

ADDRESS

CITY/STATE

TELEPHONE

EMAIL ADDRESS

Operating as (strike out conditions that do not apply) an individual, a Limited Liability Company, a Corporation, organized and existing under the law of the State of _____, or a Proprietorship, a Partnership, or Joint Venture consisting of _____.

BASE BID:

1. Having become completely familiar with the local conditions and legal requirements affecting the cost of Work at the place where Work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bidding Documents prepared by Demian Laudati, titled,

STRUCTURAL ROOF AND LARGE SPAN TRUSS REPAIR SERVICES

together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, physical plant, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the Work described by the aforesaid Bidding Documents for the lump sum consideration:

BASE BID: _____ Dollars (\$ _____).

said amount being hereinafter referred to as the Base Bid.

2. If notified of acceptance of this Bid and contract award within thirty (30) calendar days after receipt of bids, the undersigned agrees to deliver all bonds and proof of insurance coverage required by the Specifications and to

execute a contract for the above-named project work and the above-stated consideration on the form required, within ten (10) calendar days of such notification.

BID ALTERNATES: Bid Alternates will not be used for this project.

UNIT PRICES: Unit Prices will not be used for this project.

ADDENDA ACKNOWLEDGEMENT:

3. The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

TIME OF COMPLETION:

4. The undersigned agrees to substantially complete all Work under this Contract within the dates specified in the milestone date schedule, as set forth in the Owner-Contractor Agreement and this bid form.

CHANGES IN WORK:

5. The undersigned agrees that when changes in Work are ordered which involve extra cost over and above Contract Sum, and when such work, due to an emergency, is ordered to proceed on basis of cost-plus-fee, such shall be as required by the General Conditions and Supplementary Conditions.

BID SECURITY:

6. Bid security in the amount of ten percent (10%) of the Base Bid plus any additive alternates is attached. Failure to submit such security shall result in the Bid being considered non-responsive.
7. The undersigned further agrees to execute the formal Contract within ten (10) days from date of Owner's Notice of Intent to Award, and in case the undersigned fails or neglects to appear within the specified time to execute the Contract, and the undersigned is considered having abandoned the Contract by the Owner, the bid security accompanying this Bid will be forfeited to the Owner by reason of such failure on the part of the undersigned.
8. The undersigned further agrees that the bid security may be retained by the Owner and that said bid security shall remain with the Owner until the Contract has been signed and a Performance Bond in a form acceptable to the Owner has been made and delivered to the Owner.
9. The undersigned has checked all of the above figures and understands that Owner and the Project Manager will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.
10. In submitting this Bid, it is understood by the Bidder that the Bid is a "firm offer," irrevocable, valid, and binding, and may not be withdrawn for a period of thirty (30) days from the time of opening.
11. The undersigned hereby acknowledges that he has read and understands the Drawings, Specifications, Addenda, and all other Contract Documents pertaining to this Project. The undersigned certifies that the Contract Documents are, in his opinion, adequate, feasible, and complete for performing the Work and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The

undersigned further certifies that he has, or has available, the equipment, personnel, materials, facilities, and technical and financial ability necessary to complete the Work in accordance with the Contract Documents and within the time specified therein. The Bidder certifies that he has made allowances for normal inclement weather indigenous to the Project site.

12. The following information is provided pursuant to the Contract Documents:

(1) Legal Name of Firm: _____

a. If Firm is a corporation or limited liability company, state of incorporation or organization:
_____.

b. If Firm is a partnership, state names of partners:

c. If Firm is an individual using a trade name, state the name of the individual:

(2) Construction Contractors Board Registration Number: _____

(3) Signature of person or persons legally authorized to bind Bidder to a Contract. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

a. Signature: _____

b. Name (type): _____

c. Title: _____ (Corporate Seal)

d. Address: _____

13. The names and addresses of other persons interested as principals in this Bid are as follows:

14. The undersigned declares that the person or persons signing this Bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the Bid's conditions and provisions thereof.

15. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this Bid or the Contract that may be entered into as a result of the Bid, and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.

16. It is agreed that the undersigned has complied or will comply with all requirements of local, state, and national

laws, and that no legal requirement has been or will be violated in making or accepting this Bid, in awarding the Contract to him and/or in the prosecution of the work required.

17. Pursuant to ORS 279A.120, bidder (check one) is ___/is not ___ a resident bidder. If not, indicate State of residency
_____.
18. Contractor agrees to be bound by and will comply with the provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.
19. Contractor certifies that it has not discriminated and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required subcontracts.
20. The following bank reference is given:

Name of Bank: _____

Address: _____

Bank Officer: _____

Respectfully submitted this _____ day of _____, 2026

Firm Name: _____

Address: _____

Signature: _____

Name (type): _____

Title: _____

ENCLOSURES:

- ☐ Bid Form
- ☐ Bid Bond
- ☐ Affidavit of Non-Collusion
- ☐ Acknowledgement of Principal Bidder
- ☐ Milestone Dates List
- ☐ Insurance Binder
- ☐ Statement of Qualifications

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____ as Principal and _____ a Corporation duly organized and existing under the laws of the State of _____ and legally doing business in the State of Oregon, a surety, are held and firmly bound and obligated unto the Springfield School District #19, Lane County, and the State of Oregon, hereinafter called the Owner, in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Signed, Sealed and Dated this _____ day of _____ AD, 20____,

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Owner shall make any award to the Principal for:

COVERED STRUCTURES – DISTRICT WIDE,

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a Contract with the Owner in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety and Sureties approved by the Owner, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Principal:

By:

Surety:

By Attorney-in-Fact:

AFFIDAVIT OF NON-COLLUSION

State of Oregon)

) ss

County of)

being duly sworn, deposes and says, that he is the identical person who submitted the foregoing proposal or bid, and that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person not thereon named, and further, that the deponent has not directly or indirectly induced or solicited any other bidder on the foregoing work or equipment to put in a sham bid, or any other person or corporation to refrain from bidding, and that deponent has not, in any manner, sought by collusion to secure himself, or to any other person, an advantage over any other Bidder or Bidders.

Sign Here:

(Company Name)

(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public in and for the State of Oregon, residing at:

(This Affidavit, properly executed, must accompany all bids.)

(ACKNOWLEDGEMENT OF PRINCIPAL OF BIDDER, IF A CORPORATION)

State of _____)

) ss:

County of _____)

On this _____ day of _____, 2026, before me personally came and appeared

_____ to me known, who being by me duly sworn, did depose and say that he resides at _____

that he is the _____ of _____

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

(SEAL)

My Commission Expires _____

(ACKNOWLEDGEMENT OF PRINCIPAL OF BIDDER, IF A LIMITED LIABILITY COMPANY)

State of _____)

) ss:

County of _____)

On this _____ day of _____, 2026, before me personally came and appeared, to me known, and known to me to be one of the members/managers of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(SEAL)

My Commission Expires _____

(ACKNOWLEDGEMENT OF PRINCIPAL OF BIDDER, IF A PARTNERSHIP)

State of _____)
_____) ss:
County of _____)

On this _____ day of _____, 2026, before me personally came and appeared, to me known, and known to me to be one of the partners of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(SEAL)
My Commission Expires _____

(ACKNOWLEDGEMENT OF PRINCIPAL OF BIDDER, IF A SOLE PROPRIETORSHIP)

State of _____)
_____) ss:
County of _____)

On this _____ day of _____, 2026, before me personally came and appeared, to me known, and known to me to be the individual owner of _____,

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(SEAL)
My Commission Expires _____

MILESTONE DATES LIST

Substantial Completion

09/07/2026

Final Completion

10/5/2026

STATEMENT OF QUALIFICATIONS (Page One)

This Statement of Qualification form shall be submitted with the bid.

Submitted By (Firm/Company): _____

Address: _____

1. Date Firm First Organized _____

2. Financial Status:

What is bonding capacity? \$ _____

Credit available for this Contract? \$ _____

Gross amount of Contracts now in hand? \$ _____

Current value of assets? \$ _____

Has Contractor (or Contractor's responsible managing individual) ever declared bankruptcy? If so, when and where?

3. List projects similar to the requirements of this project for which the Contractor had a contract in excess of \$3,000,000 during the past three (3) years. Start with current or most recent projects:

Project Name	Owner (Phone #)	Contract Amount	Project Status (Dates)
--------------	-----------------	-----------------	------------------------

STATEMENT OF QUALIFICATIONS (Page Two)

4. Who will be the Project Manager? _____

Who will be the Project Superintendent? _____

List experience relevant and similar to the requirements of this project for which this individual has been Project Superintendent:

Project Name	Owner (Phone #)	Contract Amount	Project Status (Dates)
--------------	-----------------	-----------------	------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Please state the work Contractor normally performs with Contractor's own forces.

6. Please list any litigation or arbitration between the firm and any Owner in the last three years.

I certify that the foregoing statement is true to the best of my information and belief. I understand the Owner is relying upon this statement in their determination as to whether Contractor is a responsible bidder.

(Date)

(Signature and Title of Officer)

1st TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM

(1) Pursuant to ORS 279C.370 Bidders are required to disclose information about certain first-tier subcontractors when the District estimates the Contract value for a Public Improvement to be greater than \$100,000. Specifically, when the Contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract in its Bid submission or within two (2) working hours after Closing:

- (a) The subcontractor's name,
- (b) Dollar value and,
- (c) The category of work that the subcontractor would be performing.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on the Disclosure Form. The district must reject a bid if the bidder fails to submit the disclosure form with this information by the stated deadline.

(2) A Bidder shall submit the disclosure form required by ORS 279C.370 either in its Bid submission or within two (2) working hours after Closing. Compliance with the disclosure and submittal requirements is a matter of responsiveness. Bids that are submitted by Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.

(3) The District shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370. The District shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The District is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT: STRUCTURAL ROOF AND LARGE-SPAN TRUSS REPAIR SERVICES

BID CLOSING: Date & Time

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

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

SPEC SECTION	NAME	ADDRESS	CCB #	CONTRACT AMOUNT

END OF SECTION 00 41 00

FORM OF AGREEMENT

1. The Form of Agreement between the Owner and the Contractor shall be in the following form:

* * * * *

OWNER-CONTRACTOR AGREEMENT

DATE OF CONTRACT:

CONTRACT NUMBER:

PROJECT NUMBER:

THIS AGREEMENT, in three (3) copies, made this day of , 2026.

By and Between

Springfield School District No. 19
640 A Street
Springfield, OR 97477

And

(Contractor)
(Mailing Address)

All correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses or fax numbers; unless either party is notified in writing by the other of a change in address.

WITNESSETH

WHEREAS, it is the intention of the Owner to obtain the services of the Contractor in connection with the **Structural Roof and Large-Span Truss Repair Services Project**, hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and the Contractor:

Article 1

DEFINITIONS

- 1.1 Capitalized terms used but not defined in this Agreement shall have the meanings given such terms in the Information for Bidders and the General Conditions, as applicable.
- 1.2 The Contract Documents are as defined in the General Conditions. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.
- 1.3 The Drawings and Specifications referred to in the Contract Documents have been prepared by **Miller Consulting Engineers** for the Springfield School District No. 19, Lane County, Oregon, and are entitled, Springfield School District: **Structural Roof and Large-Span Truss Repair Services Project**.
- 1.4 The Construction Project Manager is **Terry Rutledge**. If there is no Construction Project Manager designated by the Owner, all references to "Construction Project Manager" shall be deemed to refer to the Owner.

Article 2

STATEMENT OF THE WORK

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor, and professional and nonprofessional 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.
- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3

ENGINEER

- 3.1 The Engineer (as defined in the General Conditions) shall be:

**Miller Consulting Engineers
9600 SW Oak Street, Suite 400
Portland, OR 97223**

The Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Engineer and so advising the Contractor in writing, at which time the person or organization so designated shall be the Engineer for purposes of this Contract.

Article 4

TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed.

4.2 Time is of the essence. The Contractor shall achieve Substantial Completion(s) and Final Completion, within the time periods stated hereunder, taken from the date of Notice to Proceed and Contractor's Bid.

SPECIFIC DATES:

Substantial Completion

09/07/2026

Final Completion

10/05/2026

4.3.1 The liquidated damages incurred by the Owner due to the Contractor's failure to Substantially Complete the Structural Roof and Large-Span Truss Repair Project within the Contract Time, including any extensions thereof, shall be zero dollars (\$0) per day. The liquidated damages incurred by the Owner due to the Contractor's failure to finally complete the Springfield School District, Structural Roof and Large-Span Truss Repair Project within the Contract Time, including any extensions thereof, shall be zero dollars (\$0) per day for each consecutive day beyond the Time for Final Completion.

4.3.2 The amount of liquidated damages for failure to meet any of the above-noted Final Completion dates are in addition to the amount of liquidated damages for failure to Substantially Complete the Work.

4.4 The Contractor agrees said sums are agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the contractor to complete the Work within time as stipulated, it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

4.5 The amount of liquidated damages set forth in Article 4.3 hereinabove shall be assessed cumulatively. This provision for liquidated damages does not bar the Owner's rights to enforce other rights and remedies against the contractor, including but not limited to specific performance or injunctive relief. The amount of liquidated damages relates only to the Owner's inability to do the Work, and it does not limit the Owner from recovering, in addition, costs incurred for extended administration or additional services relating to or arising out of a delay in completion.

4.6 If Final Completion is not achieved through no fault of the contractor, the Owner may process final payment under ORS 279C.570 and withhold one hundred percent (100%) of the value of the uncompleted work. This value shall be determined by the Construction Project Manager.

Article 5

CONTRACT SUM

5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of _____ Dollars (\$ _____) (herein referred to as the "Contract Sum").

5.2 The Contract Sum is based upon the following alternates and unit prices, if any, which are set forth in the Contract Documents and which are hereby accepted by the Owner:

(Alternates accepted and applicable unit prices to be listed here in executed contract)

Article 6

PROGRESS PAYMENTS

6.1 The Contractor hereby agrees that on the date established for updates for every month during the performance of the Work, he will deliver to the Construction Project Manager an Application for Payment in accordance with the provisions of the General Conditions and Section 01 2900. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

6.2 Past-due progress payments shall bear interest at the statutory rate in accordance with ORS 279C.570.

Article 7

OTHER REQUIREMENTS

7.1 The Contractor shall submit the Performance Bond, Payment Bond, Certificates of Insurance, and Certificate of Compliance with Oregon tax laws, as required by the Contract Documents, prior to commencement of the Work.

7.2 The Contractor shall perform at least five percent (5%) of the total Work with forces that are in the direct employment of the Contractor's organization.

7.3 Subcontracting requirements shall be in accordance with ORS 279A.105, and as further described in the General Conditions and Supplementary Conditions (if any).

7.4 The Contractor shall comply with the Prevailing Wage Rates of the State of Oregon, effective March 16, 2026, and as amended, attached by reference, governing all covered workers for all work on this project.

7.5 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and with Section V of the Rehabilitation Act of 1973, and ORS Chapters 659 and 659a.

IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year first written above.

OWNER Springfield School District No. 19
Lane County, Oregon
By: _____
Date: _____

CONTRACTOR _____
By: _____
(Title)
Date: _____

(Seal)

CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

By signature on the Contract, I, the undersigned, being authorized to represent hereby certify that _____ is not, to the best of my knowledge, in violation of any Oregon tax law described in ORS 305.380(4). For the purposes of this certification, "Oregon tax laws" are ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323, and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

Signature

Date

END OF SECTION 00 52 00

PERFORMANCE AND PAYMENT BOND

Bond No. _____

Amount: \$ _____

KNOW ALL MEN/WOMEN BY THESE PRESENTS that, we, as Principal (Contractor), and _____, a corporation organized and existing under the laws of the State of Oregon _____, and duly authorized to transact a SURETY business in the State of Oregon, as SURETY, are held and firmly bound unto SPRINGFIELD SCHOOL DISTRICT NO. 19, LANE COUNTY, OREGON, in the sum of _____ DOLLARS, (\$ _____), lawful money of the United State of America, for the payment whereof well and truly to be made, we and each of use, jointly and severally, bind ourselves, our and each of our heirs, executors, administrators, successors and assigns firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas the above Principal did on the ____ day of _____, 2026 enter into a Contract with Springfield School District No. 19, Lane County, Oregon for the construction required for the Structural Roof and Large-Span Truss Repair Project, which Contract is made a part hereof as if fully copied herein;

NOW, THEREFORE, if the said Principal faithfully, punctually and completely performs and abides by all covenants and conditions of said Contract, and with all laws, ordinances, regulations, and orders of the State of Oregon, and Lane County, and the agencies and bureaus thereof, directly or indirectly governing or applicable to the Principal's performance under the said Contract, including but not limited to the requirements of Oregon Revised Statutes Chapter 279A and 279C relating to public contracts, which hereby is made a part hereof as if fully copied herein, and shall make payment promptly, as due to Springfield School District No. 19, Lane County, Oregon and to all other public entities as may be required, and to all subcontractors and to all persons supplying to the Principal or his (its) subcontractors' equipment, supplies, labor, or materials for the prosecution of the work or any part thereof, provided for in said Contract, then this obligation shall be null and void, otherwise to be in full force and effect.

Surety agrees (1) that any extension of time allowed said Principal for completion of work or for delivery under the said Contract shall not impair this obligation or reduce any period of maintenance or warranty provided in said Contract; (2) that any change made in the terms or provisions of said Contract increasing the price to be paid to Principal, without notice to the SURETY shall not impair this obligation, but any such change shall automatically increase the obligation of the SURETY hereunder in a like amount, PROVIDED that such increase shall not exceed twenty-five percent (25%) of the original amount of this obligation without consent of the SURETY; and (3) that this obligation shall continue to bind the said Principal and SURETY notwithstanding successive payments made hereunder for successive breaches, until the full amount of the said obligation is exhausted.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be executed on this _____ day of _____, 2026.

Principal

By: _____

Title _____

Surety

By: _____

Attorney in Fact

COUNTERSIGNED:

Oregon Resident Agent

Address

NOTE

If the Principal is operating under an assumed business name, there must also be set forth in the first paragraph of the bond the names of all the partners or the individuals owning the business, and the bond must be executed by one of them.

If the Principal is a corporation, the bond must be executed by one of the officers authorized to execute bonds, showing his official title and the seal of the corporation.

The bond must be executed by an attorney-in-fact for the surety company, showing on the face thereof the Oregon agent for service, and bear the seal of the surety company. Where the bond is executed by a person outside the state of Oregon, his authority to execute bonds should be shown.

The bond must be furnished by a surety company authorized to do business in Oregon, and in an amount equal to the full contract price.

END OF SECTION 00 61 13

OUT OF STATE ITEMS

In accordance with ORS 279A.120:

1. The District shall prefer goods or services that have been manufactured or produced in this state if price, fitness, availability, and quality are otherwise equal.
2. The District shall add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.
3. When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract price, terms of payment, length of contract and such other information as the Department may require before the bidder may receive final payment on the contract. The District shall satisfy itself that the requirement of this subsection has been complied with before the District issues final payment on a public contract.
4. For purposes of this subsection, a “nonresident bidder” means a bidder who is not a resident bidder. “Resident bidder” means a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid, has a business address in Oregon, and has stated in its bid whether the bidder is a “resident bidder” under ORS 279A.120.

END OF SECTION 00 62 40

GENERAL CONDITIONS OF THE CONTRACT

REFERENCES:

1. The General Conditions shall be "General Conditions of the Contract and/or Construction, Springfield School District No. 19, Lane County, Oregon," bound herein.

SUPPLEMENTS:

1. Supplements may modify, change, delete, or add to the General Conditions. Where any article of the General Conditions is modified, or any paragraph deleted, subparagraph, or clause thereof is modified or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph, or clause shall remain in effect. The General Conditions and the Supplementary General Conditions apply to all of the Work under this Contract and shall apply to one Contractor and all Subcontractors and Sub-subcontractors.

INDEX

Article 1	General Provisions
Article 2	Engineer
Article 3	Owner
Article 4	Contractor
Article 5	Subcontractors
Article 6	Work by Owner or by Separate Contractors
Article 7	Miscellaneous Provisions
Article 8	Time
Article 9	Payments and Completion
Article 10	Protection of Persons and Property
Article 11	Insurance
Article 12	Changes in the Work
Article 13	Termination of the Contract

ARTICLE 1
GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and Special), the Drawings, the Specifications, and all Addenda issued before execution of the Contract, written amendments to the Contract signed by the Owner and the Contractor, Change Orders, a written interpretation or clarification issued by the Engineer pursuant to Subparagraph 3.2.17 or a written order issued by the Construction Project Manager pursuant to Subparagraph 12.1.2, the Bidding Documents, such as the Advertisement or Invitation to Bid and the Instructions to Bidders, and the Contractor's Proposal.

1.1.2 THE CONTRACT

The Contract is the sum of all the Contract Documents. This Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by (1) a written amendment to the Contract signed by the Owner and the Contractor, (2) a Change Order, (3) a written interpretation or clarification issued by the Engineer pursuant to Subparagraph 3.2.17, or (4) a written order issued by the Construction Project Manager pursuant to Subparagraph 12.1.2.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

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

1.1.5 PLANS OR DRAWINGS

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

1.1.6 SPECIFICATIONS

The Project Manual is that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services. These are written to and for the Contractor, with guidance and reference given to suppliers and subcontractors in separate sections. It is the responsibility of the Contractor to ensure that all construction items in each section are implemented.

1.1.7 PROJECT MANUAL

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

1.1.8 AS SHOWN, AS INDICATED, AS DETAILED

These words, and words of like implication, refer to information contained in the drawings describing the Work, unless explicitly stated otherwise in other Contract Documents.

1.1.9 BIDDER

Any individual, company, corporation, partnership, or joint venture that submits a bid to the Owner for the Work, as distinct from a sub-bidder that submits a bid to a Bidder. "Lowest responsible bidder" and "resident bidder" are as defined in ORS 279C.375 and ORS 279A.120.

1.1.10 BIDDING DOCUMENTS

The Invitation to Bid, Instructions to Bidders, Sample Forms, Proposal, all Conditions of the Contract, Specifications, Drawings, and Addenda issued before receipt of bids by the Owner.

1.1.11 DIRECTED, REQUIRED, ACCEPTABLE

When these words refer to the Work or its performance, "directed," "required," "permitted," "ordered," "designated," "prescribed," and words of like implication, mean "by direction of," "requirements of," "permission of," "order of," "designation of," or "prescription of" the Engineer. Likewise, "acceptable," "satisfactory," "in the judgement of," and words of like import, mean "recommended by," "acceptable to," "satisfactory to," or "in the judgement of" the Engineer.

1.1.12 MANUFACTURER

An individual, company, or corporation that manufactures, fabricates, or assembles a standard product. A standard product is one that is not made to special design, and is furnished by either direct sale or by contract to the Contractor, Subcontractor, or Vendor.

1.1.13 MATERIAL SUPPLIER OR VENDOR

A person or organization that supplies, but is not responsible for the installation of, materials, products, and equipment of a standard nature that are not specifically fabricated for this particular contract.

1.1.14 PRODUCT

The term "product" includes materials, systems, and equipment.

1.1.15 PROPOSAL

A complete and properly signed document (whether entitled "bid" or "proposal") whereby a Bidder proposes to do the Work or designated portion thereof for the sums stipulated therein, supported by data called for by the bidding requirements.

1.1.16 PROVIDE

As a directive to the Contractor, "provide" means "furnish and install completely".

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. Work not covered in the Contract Documents will not be required

unless it is consistent therewith or is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings unless otherwise specifically defined herein.

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

1.2.3 If any portion of the Contract Documents shall conflict with any other portion, the various documents comprising the Contract Documents shall govern in the order of precedence as herein set forth according to their latest date of execution; written interpretation or clarification by the Engineer issued pursuant to Subparagraph 3.2.18 or by the Construction Project Manager pursuant to Subparagraph 12.1.2; Change Orders; written amendments to the Owner-Contractor Agreement; the Owner-Contractor Agreement; Addenda; Special Conditions; Supplementary Conditions; General Conditions; Specifications; Drawings; Bidding Documents; Contractor's Proposal. The Specifications take precedence over Drawings for the specific type or quality of materials or the quality of installation; the Drawings take precedence over the Specifications concerning quantities, locations or detail of installation; as between schedules and general notes given on Drawings, the general notes shall take precedence; as between general notes given on the Drawings and specific, detailed notes, the latter shall take precedence; as between large-scale Drawings and small-scale Drawings, the larger scale shall take precedence. Specifications having greater detail or specificity; details take precedence over general drawings.

1.2.4 The Contractor agrees that nothing contained in the Contract Documents or any Contract between the Owner and the Construction Project Manager or the Owner and the Engineer shall create any contractual relationship between the Construction Project Manager and the Contractor, the Engineer and the Contractor, the Engineer and the Construction Project Manager, or between the Owner, Engineer and Construction Project Manager and any Subcontractor or Sub-subcontractors. The Contractor acknowledges and agrees that this Agreement is not intended to create, nor shall any provision be interpreted as creating any contractual relationship between the Owner or Contractor and any third parties.

1.2.5 Any material or operation specified by reference to published specifications of a manufacturer, a society, an association, a code, or other published standard shall comply with the requirements of the listed document, which is current on the date of receipt of Proposals. In case of a conflict between the referenced document and Project Specifications, Project Specifications shall govern. In case of a conflict between referenced documents, the one having more stringent requirements or higher value shall govern.

1.2.6 The Contractor, if requested, shall furnish an affidavit from the manufacturer certifying that a material or product delivered to the job meets requirements specified.

1.2.7 By executing the Contract, the Contractor represents that the Contractor has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and correlated the Contractor's observations with the requirements of the Contract Documents.

1.2.8 The Contract Documents may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

1.3 OWNERSHIP AND USE OF DRAWINGS AND SPECIFICATIONS

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished one copy of the Contract Documents. Any reproduction and use of the Contract Documents shall be solely and exclusively for the execution of the Work, and may not be used on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Engineer.

1.3.2 After Bid Award, electronic copies containing simplified versions of the electronic construction drawings will be forwarded to the general contractor for the general contractor's use and distribution as base drawings for the preparation of the general contractor's shop drawings. The Engineer, or the Engineer's consultants, will not issue electronic drawing files of any nature to anyone other than the Contractor. The electronic copies may contain the following simplified drawings, as deemed appropriate by the Engineer: Civil Site Plan(s), Base Floor and Reflected Ceiling Plans from architectural, structural, mechanical, electrical, and other specialty consultants, and General Building Sections.

The electronic copies will not contain the following items: Addenda issued during bidding, Specifications, Details, Schedules, or other items issued in the Project Manual.

Electronic drawings will generally be in AutoCAD format, unless other formats are used by the Engineer or their consultants. The Engineer will not convert the formats provided to the Contractor from other formats.

1.3.3 All drawings, specifications, and copies thereof furnished to, or made by, the Contractor are and shall remain property of the Engineer and the Owner. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the common law copyright or other reserved rights of the holder thereof.

ARTICLE 2 OWNER

2.1 DEFINITION

2.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number. The term Owner means the Owner or its authorized representatives or agents.

2.2 CONSTRUCTION PROJECT MANAGER

2.2.1 The Construction Project Manager is the Owner's exclusive representative and agent to the Contractor with respect to this Project during construction and until the issuance of the final Certificate of Payment. The Owner's communications with the Contractor and Engineer shall be exclusively through the Construction Project Manager. The Construction Project Manager will have full authority to act on behalf of the Owner with regard to all aspects of this Project except that the Owner must approve all Change Orders and payments to the Contractor. All of the Construction Project Manager's actions with regard to this Project will be as an agent and representative of the Owner. If no Construction Project Manager is designated in the Owner-Contractor Agreement, all references to the "Construction Project Manager" shall be deemed to refer to the Owner.

2.2.2 The Construction Project Manager is not authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents, nor to approve or accept any portion of the Work not executed in accordance with, nor to issue instructions contrary to the Contract Documents.

2.3 INFORMATION, SERVICES, AND RIGHTS OF THE OWNER

2.3.1 The Owner, through the Construction Project Manager, will provide administration of the Contract as hereinafter described.

2.3.2 The Owner and the Construction Project Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

2.3.3 The Owner and the Construction Project Manager shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

2.3.4 The Owner and Construction Project Manager will not be responsible for the failure of the Contractor to plan, schedule and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet the Contract completion dates or the failure of the Contractor to schedule and coordinate the Work of Contractor's own trades and Subcontractors or to coordinate and cooperate with other separate Contractors.

2.3.5 The Owner and Construction Project Manager will not be responsible for the acts or omissions of the Engineer, the Contractor, any other contractor, or any subcontractor, or any other contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

2.3.6 The Construction Project Manager has authority to disapprove, condemn, or reject work on behalf of the Owner when, in the Construction Project Manager's opinion, the Work does not conform to the Contract Documents. Whenever in the Construction Project Manager's reasonable opinion, it is considered necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, the Construction Project Manager shall have the authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents, whether or not such work is then fabricated, installed, or completed.

2.3.7 The Construction Project Manager will have authority to require special inspection or testing of the Work in accordance with Subparagraph 2.3.6, whether or not such Work is then fabricated, installed, or completed. However, neither the Construction Project Manager's authority to act under Subparagraphs 2.3.6 and 2.3.7, nor any decision made by the Construction Project Manager in good faith either to exercise or to not exercise such authority, shall give rise to any duty or responsibility of the Construction Project Manager to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.3.8 The Construction Project Manager shall have the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, Subcontractor representatives, and the Engineer to discuss such matters as procedures, progress, problems, and scheduling.

2.3.9 The Construction Project Manager will establish procedures to be followed for processing all shop drawings, catalogs, and other Project reports and other documentation, test reports, and maintenance manuals.

2.3.10 The Construction Project Manager will review all requests for changes and shall implement the processing of Change Orders, including applications for extensions of time.

2.3.11 The Construction Project Manager will review and process all applications for payment by the Contractor, including the final application for payment, and will consult with the Engineer as appropriate.

2.3.12 The Owner will furnish all surveys in its possession describing the physical characteristics, legal limitations, and utility locations for the site of the Project. The Contractor shall carefully review this data since the Owner makes no warranty as to the accuracy or completeness of such surveys.

2.3.13 The Owner will secure and pay for easements for permanent structures or permanent changes in existing facilities.

2.3.14 Information or services under the Owner's control will be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

2.4 OWNER'S RIGHT TO STOP THE WORK

2.4.1 If the Contractor fails to correct defective Work as required by Paragraph 4.6 or persistently fails to carry out the Work or supply labor or material in accordance with the Contract Documents, the Construction Project Manager, by a written order, may instruct the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Construction Project Manager to stop the Work on behalf of the Owner shall not give rise to any duty on the part of the Construction Project Manager to exercise this right for the benefit of the Contractor or any other person or entity.

2.4.2 The Construction Project Manager may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the Owner.

ARTICLE 3 ENGINEER

3.1 DEFINITION

3.1.1 The Engineer is the person or organization lawfully licensed to practice architecture or engineering, or any entity lawfully practicing architecture or engineering, and identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number. The term Engineer means the Engineer and its architects and engineers, whether under contract or within its own organization, or its authorized representatives.

3.1.2 Communications between the Contractor or subcontractors and Engineers, employees, or subconsultants shall be limited to matters of information; but in no case shall such communications relate to or authorize changes in the Work or give rise to claims for additional Work. The Engineer, its architects, engineers, and their employees must communicate with the Contractor only through the Engineer's authorized representative and through the Construction Project Manager as provided elsewhere in these contract documents.

3.2 SERVICES OF THE ENGINEER

3.2.1 The Engineer will provide certain services as hereinafter described.

3.2.2 The Engineer shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the Engineer may perform its functions under the Contract Documents.

3.2.3 The Engineer is not the agent of the Owner and has no authority to agree on changes in the Contract Sum or Contract Time on the Owner's behalf. The Engineer will not be responsible for or have control or charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

3.2.4 The Engineer shall review Shop Drawings, Product Data and Samples, and other submissions of the Contractor as well as the Work performed by the Contractor, but only for conformance with the design concept of the Project and for general compliance with the Contract Documents. The review of submittals shall be accomplished by the Engineer within fifteen (15) calendar days from the date of receipt, except when authorized otherwise by the Construction Project Manager.

3.2.5 The Construction Project Manager will establish with the Engineer procedures to be followed for review and processing of all Shop Drawings, catalog submissions, Project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.

3.2.6 The Engineer shall, when requested by the Construction Project Manager, prepare Change Orders.

3.2.7 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents by the Engineer be discovered, the Engineer will prepare such amendments or supplementary documents and provide consultation as may be required.

3.2.8 The Engineer will make such periodic visits to the Project site as may be necessary to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Based on such on-site observations, the Engineer shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Engineer and its consulting engineers shall not be required to make exhaustive or full-time on-site inspections to check the quality or quantity of the Work, but shall make as many inspections as may be reasonably required to fulfill the Engineer's obligations to the Owner.

3.2.9 The Engineer will render written field reports to the Construction Project Manager in the form required by the Construction Project Manager relating to the periodic visits and inspections of the Project required by Subparagraph 3.2.8.

3.2.10 The Engineer shall consult with the Construction Project Manager regarding the Contractor's Applications for Payment and shall sign the Certificates of Payment as provided in Subparagraph 9.4.2.

3.2.11 If the Engineer observes any work that does not conform to the Contract Documents, the Engineer shall report this observation to the Construction Project Manager.

3.2.12 The Engineer has authority to disapprove, condemn, or reject work on behalf of the Owner when, in the Engineer's opinion, the Work does not conform to the Contract Documents. Whenever, in the Engineer's reasonable opinion, it is considered necessary or advisable to ensure the proper

implementation of the intent of the Contract Documents, the Engineer will have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents, whether or not such Work is then fabricated, installed, or completed.

3.2.13 The Engineer will prepare, on a regular basis, a "deficiency list" of items during the process of construction that are not in conformance with the Contract Documents. The Construction Project Manager will transmit such lists to the Contractor for corrections.

3.2.14 The Engineer will prepare and submit to the Construction Project Manager "punch lists" at Substantial Completion of Work of the Contractor, which are not in conformance with the Contract Documents. The Construction Project Manager will transmit such lists to the Contractor for correction or completion thereof.

3.2.15 The Engineer and Construction Project Manager shall conduct observations to determine the dates of Substantial Completion and Final Completion and will jointly issue a final Certificate for Payment.

3.2.16 The Engineer will prepare a set of reproducible Record Drawings showing significant changes in the Work made during the construction process, based on the as-built drawings and other data furnished by the Contractor. The Engineer will also transmit the as-built drawing in electronic format.

3.2.17 The Engineer will provide the Owner assistance in the original operation of any equipment or system, such as initial start-up, testing, adjusting, and balancing.

3.2.18 As required, the Engineer will render to the Construction Project Manager, within a reasonable time, interpretations or clarifications of requirements of the Contract Documents. The Engineer will make all interpretations consistent with the intent of, and reasonably inferable from, the Contract Documents. The Engineer's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

3.2.19 All communications, correspondence, submittals, and documents exchanged between the Engineer and the Contractor in connection with the Project shall be through the Construction Project Manager or in the manner prescribed by the Construction Project Manager.

3.2.20 If the Owner terminates the employment of the Engineer, the Owner may appoint a new Engineer. The status of the new Engineer under the Contract Documents shall be that of the former Engineer.

3.2.21 The Engineer is not bound to define the limits of any subcontract, and will not enter into disputes between the Contractor and its employees, including Subcontractors. Notwithstanding any provision of the Contract Documents to the contrary, all decisions, orders, and certificates of the Engineer are advisory only and not binding upon Owner until approved by Owner.

ARTICLE 4 CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or organization identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representatives, who shall have authority to bind the Contractor in all matters pertinent to this Contract.

4.1.2 The service or services to be rendered under this Contract are those of an independent contractor. Contractor is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

4.1.3 Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation, or the Public Employees' Retirement System, except as a self-employed individual.

4.1.4 If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government. This does not preclude the Contractor from holding another contract with the Federal Government. Contractor certifies he/she is not an employee of the Springfield School District No. 19, Lane County, Oregon, for purposes of performing work under this Contract.

4.1.5 Contractor shall certify that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence Work under the Contract.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 Before submitting a Proposal to the Owner, and continuously after the execution of this Agreement, the Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner through the Construction Project Manager, any error, inconsistency or omission the Contractor may discover including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. By submitting a Proposal for this Agreement and the Work under it, the Contractor agrees that the Contract Documents, along with any supplementary written instructions issued by or through the Construction Project Manager that have become a part of the Contract Documents, appear accurate, consistent, and complete insofar as can reasonably be determined. If the Contractor has reported in writing an error, inconsistency, or omission and has promptly stopped the affected Work until instructed, and otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner or the Engineer for any damage resulting from any such errors, inconsistencies, or omissions in the Contract Documents. The Contractor shall do no Work without Contract Documents and, when required, approved Shop Drawings, Product Data, or samples for such portions of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors, and their agents and employees, and other persons performing any of the Work.

4.3.3 The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer or the Construction Project

Manager in their administration of the Contract, or by inspections, tests, or approvals (or the lack thereof) required or performed under Paragraph 4.22 by persons other than the Contractor.

4.3.4 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in regular attendance at the Project site during all phases of the progress of the Work. The Superintendent shall represent the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. As soon as practicable after Contract award, the Contractor shall provide a management chart and a list of personnel, which shall constitute the superintending staff. All references to the Superintendent below shall be taken to mean superintending staff. The Contractor shall not employ a proposed Superintendent to whom the Owner or Engineer has made a reasonable and timely objection. The Contractor shall not change the Superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

4.3.5 The Superintendent shall remain on the Project not less than eight hours per day, five days a week, unless the job is closed down due to a general strike, conditions beyond the control of the Contractor, termination of the Contract in accordance with the Contract Documents, or until Final Completion. The Superintendent shall not be employed on any other project during the course of this Work. The Superintendent that is assigned to the Project by the Contractor shall not be relieved of his position until after the Project has had its Final Completion with the Punchlist complete in its entirety, all the O & M Manuals complete, as-built drawings complete and accepted, and all demonstrations have been delivered.

4.3.6 If the Owner and/or Engineer object to the Contractor's Project Team (i.e., Superintendent, Project Manager, etc.) that has been assigned to the Project, the Owner will reply in writing within seven (7) days after bid. Contractor will then assign different members to perform the Work acceptable to both Owner and Engineer.

4.3.7 Before starting work, the Contractor shall locate all general reference points. The Contractor shall employ a registered surveyor (licensed by the State of Oregon) to perform such work. The Contractor shall take such steps as are necessary to prevent the dislocation or destruction of the reference points, and shall be responsible for the accuracy of the site and building layout and elevations for the work.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents and any applicable code, regulation or statute, whether or not specifically required thereby as long as the same is reasonably inferable therefrom as being necessary to produce the intended results, and whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

4.4.2 All work under this Contract shall be performed in a skillful and workmanlike manner.

4.4.3 The Contractor shall at all times enforce strict discipline and good order among its employees and Subcontractors, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned. The Owner may, in writing, require the Contractor to remove from the Work any employee the Owner deems incompetent, careless, or otherwise objectionable.

4.5 WARRANTY

4.5.1 The Contractor warrants to the Owner and the Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, is hereby deemed defective. If required by the Construction Project Manager or the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.5.2 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so. This obligation shall survive Termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

4.5.3 Nothing contained in this Paragraph 4.5 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.6 hereof. The establishment of the time period of one year after the Date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligations other than the obligation to correct the Work in accordance with this Paragraph 4.5.

4.5.4 The warranties outlined in Paragraph 4.5 and elsewhere in the Contract Documents shall survive final acceptance under Paragraph 9.9.

4.6 UNCOVERING AND CORRECTION OF WORK

4.6.1 If any portion of the Work should be covered contrary to the request of the Owner, the Engineer, or the requirements specifically expressed in the Contract Documents, it must be, if required in writing by the Owner, uncovered for observation and shall be replaced at the Contractor's expense.

4.6.2 If any other portion of the Work has been covered which the Engineer or the Owner has not specifically requested to observe prior to being covered, either may request to see such Work, and it shall be uncovered by the Contractor. If such Work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible for the payment of such costs.

4.6.3 The Contractor shall promptly correct all Work rejected by the Construction Project Manager or the Engineer as defective or as failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Engineer's and the Construction Project Manager's additional services made necessary thereby.

4.6.4 The Contractor shall, unless removal is waived by the Owner, remove from the site all portions of the Work which are defective or non-conforming, or if permitted or required, shall correct such Work in

place by and at the expense of the Contractor promptly after notice, and such rejected Work shall not thereafter be tendered for acceptance unless the Contractor gives notice that the Work was subject to former rejection or requirement of correction.

4.6.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner may either (1) by contract or otherwise replace or correct such Work and charge the Contractor the cost occasioned the Owner thereby and remove and store the materials or equipment at the expense of the Contractor; or (2) terminate this Contract for default as provided in Paragraph 13.3.

4.6.6 The Contractor shall bear the cost of restoring any work of the Owner or separate contractors destroyed or damaged by such correction or removal.

4.6.7 If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. If the amount is determined after final payment, it shall be paid to the Owner by the Contractor.

4.7 TAXES

4.7.1 The Contractor shall pay all consumer, use, and other similar taxes for the work or portions thereof provided by the Contractor, which are legally enacted at the time the bids are received, whether or not yet effective. Compliance with all Oregon tax laws shall be certified by the Contractor.

4.8 PERMITS, FEES, AND NOTICES

4.8.1 The Owner shall coordinate and obtain all permits necessary to obtain the general building permit for the Project. The Owner will pay for the general building permits (including right-of-way permits, grading and drainage, foundation, mechanical, plumbing, and electrical as necessary to initially begin construction), utility connection fees, system development charges, and related inspections. The Contractor will be responsible for obtaining and paying for all other permits, assessments, penalties, charges, licensing, and re-inspection fees required for the proper execution of the Work, which are legally required at the time the bids are received or thereafter as a consequence of the Contractor's acts or omissions. The Contractor is responsible for coordinating and obtaining all required inspections and approval signatures. The Contractor is required to submit all inspection records to the District at the completion of the project and as a prerequisite for final payment. Contractor shall not be entitled to any additional time for performance because of its failure to secure or coordinate with the Owner for procurement of any required permits on a timely basis. The contractor will be required to maintain the permit documents at the site as required by the governing authority.

4.8.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, or orders of any public authority bearing on the performance of the Work.

4.8.3 If the Contractor performs any of the Work knowing it to be contrary to any laws, ordinances, rules, regulations, or orders of any public authority bearing on the performance of the Work, and does so without reasonable notice to the Construction Project Manager of the same, Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.8.4 The Contractor and its subcontractors shall comply with the provisions of ORS 757.541 through 757.571 relating to notice prior to excavation.

4.9 ALLOWANCES

4.9.1 Allowances will not be used under this contract.

4.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

4.10.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit, for the Construction Project Manager's approval, a Construction Schedule for the Work which shall provide for expeditious and practicable execution of the Work for completion within the Contract Time. This schedule shall be coordinated with the entire Project Construction Schedule to the extent required by the Contract Documents. The Construction Schedule shall be revised as required by the conditions of the Work and the Project, subject to the Construction Project Manager's approval.

The Contractor's Construction Schedule shall conform to the requirements of Division 1, Section 01 3200.

4.11 RESPONSIBILITY FOR COMPLETION

4.11.1 The Contractor shall furnish such manpower, services, materials, facilities, and equipment, and shall work such hours, including night shifts, overtime operations, Sundays, and holidays, as may be necessary to ensure the prosecution and completion of the Work or specified portions thereof within the specific dates of the Contract. If it becomes apparent to the Construction Project Manager from progress on the current Construction Schedule that the Work will not be completed within the Contract Time, the Contractor agrees that it will, as necessary, take some or all of the following actions, at no additional cost to the Owner, to improve the progress:

- .1 increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Construction Project Manager, the backlog of work;
- .2 increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of the Construction Project Manager, the backlog of work; and
- .3 reschedule activities to achieve maximum practical concurrency of accomplishment of activities.

In addition, if any of the conditions noted under paragraph 4.11.2 should occur, the Construction Project Manager may require the Contractor to submit a Recovery Schedule demonstrating the Contractor's proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the Construction Project Manager finds the proposed plan not acceptable, it may require the Contractor to submit a new plan. If the actions taken by Contractor or the second plan proposed are not satisfactory, the Construction Project Manager may require Contractor to take any of the actions set forth in this Paragraph 4.11, without additional cost to the Owner, to make up the lag in scheduled progress.

4.11.2 In the event any of the following conditions exist, the Contractor shall, at no additional cost to the Owner, require that its Superintendent, workers, and all subcontractors affecting the progress of the work be at the job site not less than ten (10) hours per day, six (6) days per week:

- .1 Should Substantial Completion not be accomplished on schedule;

- .2 Should Final Completion not be accomplished on schedule;
- .3 Should the Project schedule indicate the Contractor to be ten (10) or more work days behind schedule at any time during construction, up until twenty (20) days prior to scheduled Substantial Completion;
- .4 Should the Project schedule indicate the Contractor to be five (5) or more work days behind schedule at any time during the last twenty (20) days prior to scheduled Substantial Completion.

4.11.3 Failure of the Contractor to substantially comply with the requirements of this Paragraph 4.11 may be considered grounds for a determination by the Owner, pursuant to Subparagraph 13.3.1, that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

4.12 DOCUMENTS AND SAMPLES AT THE SITE

4.12.1 The Contractor shall maintain in a safe place at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders, amendments, and written interpretations and clarifications, in good order and marked currently to record all changes applicable to the Work made during construction and approved Shop Drawings, Product Data, and Samples. These shall be available to the Engineer and shall be delivered to the Engineer for submittal to the Owner upon completion of the Work, certified in writing by the Contractor to show complete and exact “as-built” conditions, stating sizes, kind of materials, vital piping, conduit locations, and similar matters.

4.13 SHOP DRAWINGS AND SAMPLES

4.13.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared by the Contractor or any Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

4.13.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor that illustrate a material, product, or system for some portion of the Work.

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

4.13.4 The Contractor shall review, approve, and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data, and Samples required by the Contract Documents. Contractor shall submit all shop drawings, samples, product data in the quantity and format specified in Division 1, Section 01 3300.

4.13.5 By approving and submitting Shop Drawings, Product Data, and Samples, the Contractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall

adhere to any supplementary processing and scheduling instructions pertaining to Shop Drawings, as may be issued by the Construction Project Manager.

4.13.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's review of Shop Drawings, Product Data, or Samples under Subparagraph 3.2.4 unless the Contractor has received a Change Order for the same. Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the Engineer's review thereof.

4.13.7 The Contractor shall make any corrections required by the Engineer and shall resubmit the corrected copies of Shop Drawings or new Samples. Resubmittal of Shop Drawings necessitated by required corrections shall not be a cause for extension of time. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings, Product Data, or Samples, to revisions other than the corrections requested on previous submittals.

4.13.8 No portion of the Work requiring submission of a Shop Drawing, Product Data, or Sample shall be commenced until the submittal has been reviewed by the Engineer as provided in Subparagraph 3.2.4. All such portions of the Work shall be in accordance with approved submittals.

4.13.9 Shop Drawings and Samples shall be dated and bear: Project name; description or names of equipment, materials, and items; and complete identification of locations at which materials or equipment are to be installed.

4.13.10 Submission of Shop Drawings, Product Data, or Samples shall be accompanied by a transmittal letter containing the Project name, Contractor's name, number of drawings and samples, titles, and other pertinent data.

4.13.11 Each Shop Drawing and Product Data submittal shall bear the Contractor's stamp or seal stating that the submittal has been reviewed by the Contractor and that it conforms to the requirements of the Contract Documents.

4.14 USE OF SITE

4.14.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site or access to the site with any materials or equipment.

4.14.2 The Contractor shall coordinate all of its operations with and secure approval from the Owner before using any portion of the site.

4.14.3 The Contractor shall not occupy the site nor commence work thereon until deemed by the Construction Project Manager to be in compliance with all bond and insurance requirements.

4.15 CUTTING AND PATCHING OF WORK

4.15.1 The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.

4.15.2 The Contractor shall not damage or endanger any portion of the Work of the Owner or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with

the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold its consent to cutting or otherwise altering the Work from the Owner or any separate contractor.

4.15.3 Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, walks, etc., that are damaged or removed due to required excavations or other construction work, shall be patched, repaired or replaced by the Contractor to the satisfaction of the Construction Project Manager, the Engineer, the owner of such structures and facilities and authorities having jurisdiction. In the event the local jurisdictional authorities require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work.

4.16 CLEANING UP

4.16.1 The Contractor at all times shall keep the premises and streets or areas used for access thereto free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, the Contractor shall remove all its waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery, and surplus materials.

4.16.2 If the Contractor fails to clean up during or at the completion of the Work, the Owner may do so as provided in Paragraph 6.3, and the cost thereof shall be charged to the Contractor.

4.17 COMMUNICATIONS

4.17.1 The Contractor shall forward all communications, whether to the Engineer or Owner, only through the Construction Project Manager. Similarly, all communications to the Contractor from the Owner or Engineer will be through the Construction Project Manager.

4.18 ROYALTIES AND PATENTS

4.18.1 The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the Owner, Construction Project Manager and Engineer harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, it shall be responsible for such loss unless it promptly gives notice of such infringement to the Construction Project Manager.

4.19 INDEMNIFICATION

4.19.1 To the fullest extent permitted by law, the Contractor shall at its sole cost and expense, indemnify, defend, satisfy all judgments and hold harmless the Owner, the Construction Project Manager and the Engineer, and their respective directors, officers, agents, representatives, and employees, from and against all claims, actions, judgments, costs, penalties, liabilities damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, action, judgment, cost, penalty, liability, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent or other wrongful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be

construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.19. If any provision herein could be read to require a type or degree of indemnification or insurance not permitted by Oregon law, it is hereby expressly restricted to require only that type or degree of indemnification or insurance which is permitted by Oregon law. Without limitation, to the extent required under ORS 30.140, no provision of this Agreement shall require Contractor, or its surety or insurer to indemnify another against liability for damage arising out of death or bodily injury to persons or property damage caused in whole or in part by negligence of the indemnitee, provided this paragraph shall not affect any provision of this Agreement that requires Contractor or Contractor's surety or insurer to indemnify against liability for damage arising out of death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the indemnitor, or the fault of the indemnitor's agents, representatives or subcontractors.

4.19.2 In any and all claims against the Owner, the Construction Project Manager or the Engineer or any of their agents, representatives or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.19 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' workmen's compensation acts, disability acts or other employee benefit acts.

4.19.3 No provision of this Paragraph 4.19 shall give rise to any duties on the part of the Construction Project Manager, the Engineer, the Owner, or their agents, representatives, or employees.

4.19.4 It is the intent of this contract to require the Contractor to indemnify the Owner, Construction Project Manager, and the Engineer and their agents, representatives, and employees, to the fullest extent permitted by Oregon Revised Statutes as it now exists or is hereafter amended. It is specifically intended that the Contractor's indemnity shall cover allegations of concurrent negligence of indemnitor and indemnitee, their agents or employees, and that the duty to so indemnify shall cover all costs of defense of such claims. The Contractor's indemnity obligations shall not cover allegations or adjudicated determinations that the liability arises from the sole negligence of an indemnitee. The Contractor shall provide insurance covering such indemnity obligations subject to the terms and conditions provided in Article 11, including the naming of Owner, Construction Project Manager, and Engineer as additional insured upon such policy.

4.19.5 The provisions of Subparagraph 4.19 shall survive the completion, termination, or expiration of this Contract.

4.20 PERSONS AUTHORIZED TO SIGN DOCUMENTS

4.20.1 The Contractor shall, within five (5) days after Notice to Proceed or execution of the Contract, whichever is earliest, file with the Construction Project Manager a list of all persons who are authorized to sign documents such as contracts, certificates, and affidavits, on behalf of the Contractor and to fully bind the Contractor to all the conditions and provisions of such documents, except that in the case of a corporation it shall file with the Construction Project Manager a certified copy of a resolution of the Board of Directors of the corporation in which are listed the names and titles of the corporation's personnel who are authorized to sign documents on behalf of the corporation and to fully bind the corporation to all the conditions and provisions of such documents.

4.21 CONDITIONS AFFECTING THE WORK

4.21.1 The Contractor shall be responsible for having taken all steps necessary to ascertain the nature and location of the Work, and the general and local conditions and legal requirements which can affect the Work or the cost thereof. Failure by Contractor to fully acquaint itself with conditions which may affect the Work, including, but not limited to, conditions relating to transportation, handling, storage of materials, availability of labor, utility services, roads, weather, topographic and subsurface conditions, other separate contractors, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the prosecution of the Work, shall not relieve Contractor of its responsibilities under the Contract Documents and shall not constitute a basis for an equitable adjustment under any circumstances. The Owner assumes no responsibility for any understanding or representations concerning conditions made by the Contractor, any of its officers, agents, employees, or Subcontractors prior to the execution of this Contract, unless such understanding or representations are expressly stated in the Contract Documents.

4.21.2 If in the execution of the Work any valuable items or materials of any kind are discovered buried or hidden within the Work, such items or materials shall be the property of the Owner. The Contractor shall take reasonable precautions to prevent any persons from removing or damaging such items or materials and shall, immediately upon discovery thereof and before removal, acquaint the Construction Project Manager or the Engineer with such discovery and carry out, at the expense of the Owner, the Construction Project Manager's orders as to disposal of the same.

4.22 TESTS

4.22.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall arrange for such inspection, testing or approval, and shall give the Construction Project Manager timely notice of its readiness so the Engineer and the Construction Project Manager may observe such inspection, testing or approval. The Owner shall bear all costs of such inspections, tests, or approvals.

4.22.2 If the Engineer or the Construction Project Manager determines that any Work requires special inspection, testing, or approval which Subparagraph 4.22.1 does not include, the Construction Project Manager will instruct the Contractor to order such special inspection, testing, or approval, and the Contractor shall give notice as provided in Subparagraph 4.22.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including compensation for the Engineer's and the Construction Project Manager's additional services made necessary by such failure. If such special inspection or testing reveals that the Work is in compliance with all applicable requirements, the Owner shall bear all costs thereof.

4.22.3 Inspections and tests required to establish compliance with the Contract Documents, as provided for in the Contract Documents, will be made by a pre-qualified, independent testing agency approved by the Owner. The cost of services of such an agency will be paid by the Owner. When the initial tests indicate non-compliance with the Contract Documents, any subsequent retesting occasioned by non-compliance shall be performed by the same agency and the cost thereof borne by the Contractor. Representatives of the testing agency shall have access to the Work at all times. The Contractor shall provide facilities for such access so that the agency may properly perform its functions.

4.22.4 Inspections or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

4.22.5 The independent testing agency shall prepare the test reports, logs, and certificates applicable to the specific inspections and tests and promptly deliver the specified number of copies of the same to the designated parties. Certificates of inspection, testing, or approval required by public authorities shall be secured by the Contractor and delivered to it by the Owner, in such time as not to delay progress of the Work or final payment therefor.

4.22.6 Inspection and laboratory testing shall be provided as called for in the General Requirements and Technical Specifications by an independent testing consultant retained by the Owner.

4.23 ENVIRONMENTAL POLLUTION

4.23.1 Unless disposition of environmental pollution is specifically a part of this Contract, Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the work required by this Contract. "Hazardous substance(s)" are those substances, materials, or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a bona fide risk or danger to the health or well-being of Contractor's or any subcontractor's workforce.

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

4.24 SPILL RESPONSIBILITY

4.24.1 Contractor will be responsible for any releases of hazardous substances during performance of the Contract which occur as a result of, or are contributed by, actions of its agents, personnel, or subcontractors. Contractor agrees to promptly dispose of such spills or leaks to the satisfaction of the Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner.

4.24.1.1 Contractor shall obtain the Owner's written consent prior to bringing onto the work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules, or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

- .1 properly handle, use, and dispose of all environmental pollutants and hazardous substances or materials brought onto the work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
- .2 be responsible for any spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the work site; and
- .3 promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state, or local statutes, rules, or ordinances.

4.24.1.2 Contractor shall be liable for any costs, expenses, damages, claims, and causes of action, or any of them, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material, to the extent such spill, release, discharge, or leak was caused or contributed to by Contractor's (i) negligence or (ii) failure to perform in accordance with the Contract Documents. Nothing in this paragraph 4.24 shall limit Contractor's liability or responsibility under paragraph 4.19 of the General Conditions.

4.24.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR, Part 302, Table 302.4 for hazardous substances and in OAR 340-142 for petroleum products. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to the Owner within 48 hours of the telephonic report. Such a written report shall contain, at a minimum:

4.24.2.1 Description of items released (identity, quantity, manifest no., and all other documentation required by law).

4.24.2.2 Whether the quantities released require EPA/DEQ reporting, and, if so, when it was reported.

4.24.2. Exact time and location of release, including a description of the area involved.

4.24.2.4 Containment procedures initiated.

4.24.2.5 Summary of communications about the release Contractor has had with members of the press or State officials other than Owner.

4.24.2.6 Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

4.24.2.7 Personnel injuries, if any, resulting from, or aggravated by, the release.

4.25 ENVIRONMENTAL CLEAN-UP

4.25.1 As part of the Final Completion Notice, or as a separate written notice submitted with or before the Notice of Final Completion, the Contractor shall certify to the Owner that all environmental pollution clean-up which was performed as part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdictions over such environmental pollution. The notice shall indemnify and hold the Owner harmless from any claims resulting from the disposal of the environmental pollution, including removal, encapsulation, transportation, handling, and disposal.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or its authorized representatives. The term Subcontractor does not include any separate contractor or its subcontractors.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or its authorized representatives.

5.1.3 Nothing contained in the Contract Documents is intended to nor shall it create any contractual relationship between the Owner, the Construction Project Manager, the Engineer, or any of their agents, employees, or representatives, and any Subcontractor or Sub-subcontractor.

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

5.2.1 Within five (5) days of receipt of a Notice to Proceed, the Contractor shall furnish to the Construction Project Manager in writing for review and acceptance by the Owner the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Construction Project Manager will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has a reasonable objection to any such proposed person or entity. Failure of the Construction Project Manager to reply promptly shall constitute notice of no reasonable objection. The Contractor understands and agrees that it alone is responsible to the Owner for all of the Work under this Agreement and that any review of Subcontractors or Sub-subcontractors by Owner or the Construction Project Manager will not in any way make the Owner responsible for or liable for the actions or failures of any Subcontractor or Sub-subcontractor.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner has made a reasonable objection under the provisions of Subparagraph 5.2.1.

5.2.3 If the Owner, the Construction Project Manager or the Engineer, has reasonable objection to any such proposed person or entity, the Contractor shall submit a replacement to whom the Owner, the Construction Project Manager and Engineer, have no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such replacement and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Subparagraph 5.2.1 or if the Construction Project Manager stated said objection in writing before the submission by the Contractor of the accepted proposal or if the proposed subcontractor is unable to enter into and carry out its work under its proposed subcontract, or if the Subcontractor fails to comply with all applicable laws, or if the proposed subcontractor is not an on-going business in the field of its proposed subcontract, or if the proposed subcontractor does not have a labor force and the means of supply compatible with the scope of the subcontract.

5.2.4 If the Owner requires a change of any proposed subcontractor or person or organization previously accepted by it, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change, and an appropriate Change Order shall be issued.

5.2.5 The Contractor shall make no substitution for any Subcontractor, person, or entity previously selected if the Owner, the Construction Project Manager, or the Engineer objects to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound

to the Contractor in terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and shall identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to its Sub-subcontractors.

5.4 PREPARATORY WORK

5.4.1 Before starting each section of Work, the Contractor shall ensure that the responsible Subcontractor has carefully examined all preparatory work that has been executed to receive its work. The Subcontractor shall check carefully, by whatever means are required, to ensure that the work and adjacent related work will finish to proper contours, planes, and levels. The Subcontractor shall promptly notify the Contractor, who shall notify the Construction Project Manager in writing of any defects or imperfections in preparatory work which will, in any way, affect satisfactory completion of the Work. Absence of such notification will be construed as an acceptance of preparatory work, and later claims of defects therein will not be recognized.

5.4.2 Under no conditions shall a section of Work proceed prior to preparatory work having been completed, cured, dried, and otherwise made satisfactory to receive such related work. Responsibility for the timely installation of all materials and equipment rests solely with the Contractor, who shall maintain coordination control at all times.

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

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

6.1.1 The Owner reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under any contract terms and conditions which the Owner, in its sole discretion, may require.

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

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate its Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Work depends for proper execution or results upon work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, carefully inspect and promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and promptly report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive its Work, except as to latent defects which the Contractor could not have reasonably discovered by its inspection.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor wrongfully cause damage to work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy and be wholly responsible for such damage.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute at law. If such separate contractor sues or initiates a proceeding against the Owner, the Construction Project Manager and/or the Engineer on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at its own expense, and if any judgment or award against the Owner, the Construction Project Manager and/or the Engineer arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner, the Construction Project Manager and/or the Engineer for all attorneys' fees and court or arbitration costs which the Owner, the Construction Project Manager and/or the Engineer have incurred.

6.2.6 In the event there is more than one contractor engaged on the Project, each such contractor shall be responsible to the other for damages to work, injury to any person or persons, or for any loss, cost, claims or damages arising out of or in connection with the work required by each contract with the Owner or any loss, cost, expense or damage caused by separate contractor's neglect or failure to finish or satisfactorily complete its part of the Work within the time prescribed. In all events, the provisions of Paragraph 4.19 shall be applicable.

6.2.7 Whenever the Contractor receives items from a separate contractor or from the Owner for storage, erection, or installation, the Contractor receiving such items shall give a receipt for items delivered, and thereafter will be held responsible for care, storage, and any necessary replacement of item or items received.

6.2.8 When certain items of equipment and other work are indicated as "NIC" (not in contract), or to be furnished and installed under other contracts, any requirements for preparation of openings, provision of backing, etc., for receipt of such "NIC" work will be furnished upon written request of the Contractor who shall properly form and otherwise prepare its work in a satisfactory manner to receive such "NIC" work.

6.3 OWNER'S RIGHT TO PERFORM DISPUTED WORK

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by the Contract Documents, for accomplishing coordination or doing required cutting, filling, excavating or patching as required by the Contract Documents, the Owner may carry out such work and charge the cost thereof to the several contractors responsible therefor as the Owner shall determine to be just.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 This Contract shall be governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Contract.

7.1.2 If any of the provisions of this Contract shall be held invalid or unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Contract will not be impaired, if the essential terms and conditions of this Contract remain valid, binding, and enforceable.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner and the Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it in whole or part without the written consent of the Owner, nor shall the Contractor assign any monies due or to become due to it hereunder, without the prior written consent of the Owner.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party who gives the notice.

7.4 CLAIMS AND DAMAGES

7.4.1 Claims by either the Owner or Contractor must be initiated by written notice to the other party, with a copy sent to the Engineer. Claims by either party must be initiated within 7 days after the occurrence of the event giving rise to such claim or within 7 days after the claimant first recognizes the condition giving rise to the claim, whichever is later.

7.5 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND

7.5.1 Contractor shall secure, include costs therefore in the Proposal, and pay for a performance bond and payment bond in compliance with ORS 279C.380 and other applicable Oregon Revised Statutes issued by a bonding company licensed to transact business in the State of Oregon.

Liability under each bond shall be:

100% of the Contract sum for (1) performance of the Contract and (2) labor and material payment.

7.5.2 The Contractor shall deliver the required bonds to the Owner not later than three (3) days following the date the Owner-Contractor Agreement is entered into.

7.5.3 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

7.5.4 The Contractor shall commence no work on site until satisfactory compliance with Subparagraph 7.5.1. through 7.5.3. Failure to obtain such bonds in a timely manner shall not be a basis of claim for extension in time.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the Owner available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law or equity.

7.6.2 The failure of the Owner, the Construction Project Manager or the Engineer to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s), and the rights shall continue unchanged and remain in full force and effect.

7.6.3 Contractor agrees that it can be adequately compensated by money damages or time extensions for any breach of this Contract which may be committed by the Owner and hereby agrees that, no default, act, or omission of the Owner, the Construction Project Manager or the Engineer, except only for failure to make payments as required by the Contract Documents, shall constitute a material breach of the Contract entitling Contractor to cancel or rescind the provisions of this Contract or (unless the Owner shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. Contractor hereby waives all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages or time extensions pursuant to the terms of this contract.

7.7 DISPUTE RESOLUTIONS

7.7.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to binding dispute resolution. Mediation shall be before the Arbitration Service of Portland, Inc. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Eugene, Oregon, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.7.2 Any claim subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the then-current rules of the Arbitration Service of Portland, Inc. in effect on the date of the Contract. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Contract shall be specifically enforceable

under applicable law in any court having jurisdiction thereof. Each party consents and submits to the jurisdiction of the state courts located in Lane County, Oregon.

7.7.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Contract with any other arbitration to which it is a party, provided that the arbitrations to be consolidated substantially involve common questions of law or fact, and the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder.

ARTICLE 8 TIME

8.1 DEFINITIONS

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

8.1.2 The date of commencement of the Work is the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the Engineer and the Construction Project Manager when the Work has sufficiently progressed, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work or designated portion thereof for the use which it is intended, with all of the parts and systems operable as required by the Contract Documents and where all work is complete, accessible, operable and usable by the Owner. Only incidental corrective work under "punch lists" and final cleaning (if required) beyond cleaning needed for the Owner's full use may remain for Final Completion.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. It shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial and Final Completion within the Contract Dates stated in the Contract Documents.

8.2.3 If a date or time of completion is included in the Contract, it shall be the Date of Substantial Completion as defined in Subparagraph 8.1.3, including authorized extensions thereto, unless otherwise provided.

8.2.4 Attention is directed to the fact that the Work is urgently needed by the Owner and that time is of the essence. For this reason, it shall be agreed that the Contractor will substantially complete the Work, or designated portions thereof, under the Contract, within the time and dates established in the Contract Documents for such completion, and that it will complete the Contract in all its details for final acceptance as specified after Substantial Completion.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Except as specifically provided under Paragraph 2.4 (Owner's Right to Stop Work) or Paragraph 12.1 (Changes in the Work), Contractor shall not be entitled to payment or compensation of any kind from the Owner for direct, indirect, or impact damages, including but not limited to costs of acceleration, arising because of reasonable hindrance or delay from any cause whatsoever, whether such hindrance or delay be foreseeable or unforeseeable or avoidable or unavoidable provided however, that this provision shall not preclude recovery by Contractor for damages for unreasonable delays or hindrances caused by the acts or omissions of the Owner or persons acting for the Owner. Notwithstanding the foregoing, under no circumstances shall Contractor be entitled to delay damages attributable to a delay in Owner's execution of the Contract unless the Owner executes the Contract after the time provided for in the Contract Documents. The Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics ripple; seasons change; extended overhead; profit upon damages for delay; impact damages; or similar damages. Except as provided in this subparagraph, the Contractor's sole remedy for delays shall be an extension of time.

8.3.2 The Contract Time shall be adjusted only for Changes in the Work (pursuant to Paragraph 12.1), Owner's Rights to Stop Work (pursuant to Subparagraph 2.4), and Excusable Delays (pursuant to Subparagraph 8.3.3). In the event the Contractor requests an extension of the Contract Time, it shall furnish such justification and supporting evidence as the Owner may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under the provisions of this Contract. The Owner, after receipt of such justification and supporting evidence, shall make its findings of fact and decision thereon and shall advise the Contractor in writing thereof. If the Owner finds that the Contractor is entitled to any extension of the Contract Time, the Owner's determination as to the total number of days' extension shall be based upon the currently approved schedule and on all data relevant to the extension. Such data will be included in the next monthly update of the schedule. The Contractor acknowledges and agrees that actual delays (due to said changes, suspension of Work, or excusable delays) in activities which, according to the schedule, do not affect the Contract Time or Specific Dates, will not be the basis for an extension of the Contract Time or Specific Dates.

8.3.3 Subject to other provisions of this Contract, Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Sum) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its Subcontractors as follows:

8.3.3.1 Labor strikes (including strikes affecting transportation) that do, in fact, directly and critically affect the progress of the Work; however, an extension of Contract Time on account of an individual labor strike shall not exceed the number of calendar days of said strike.

8.3.3.2 Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed work or stored materials, provided that an act of neglect by the Contractor did not contribute to such damage;

8.3.3.3 Abnormal inclement weather; however

- .1 Contractor agrees that it shall not be entitled to a time extension for normal inclement weather which can be expected at the Project locale due to precipitation **or** temperature,

based upon actual data from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) for the locale of the Project.

- .2 Contractor agrees that the measure of abnormal inclement weather due to precipitation **or** temperature during the period covered by this Contract shall be the number of days in excess of the average of the previous 10 years as shown in the NOAA weather data, in which precipitation exceeded the average by 0.10 inch (or in the case of snow or ice pellets, 1 inch or more), or in which the highest temperature was 32 degrees F. or below. Either precipitation **or** temperature will be used for the entire month in question.
- .3 No extension of time will be made for abnormal inclement weather after the principal portions of the Work are enclosed, except for site work which critically affects the Contract Time or Specific Dates. For the purpose of this Paragraph 8.3, the term "enclosed" is defined to mean when the Work is sufficiently closed in (exterior walls up and roof in place) so as to permit any structure, or major portion thereof, which is part of the Work, to be adequately heated so as to allow the various trades to perform their work. The Construction Project Manager shall determine when the structure is "enclosed" and shall issue, upon the request of the Contractor, a letter certifying the date the Work became enclosed for the purposes thereof.
- .4 If the total calendar days lost due to inclement weather, from the start of the Work at the Project site by the Contractor until the principal portions of the Work are enclosed, exceeds the total number of days to be expected for the same period, a time extension, if granted, shall only be the number of calendar days needed to equal the excess number of calendar days lost due to such abnormal inclement weather.

8.3.3.4 Acts of the public enemy, acts of the State, Federal or local Government in its sovereign capacity, and acts of another contractor in the performance of a contract with the Owner relating to the Project.

8.3.4 All claims for extensions of time shall be made in writing to the Construction Project Manager no more than seven (7) days after the beginning of the delay; otherwise, all such claims are waived by the Contractor. In the case of a continuous cause of delay, only one written claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.5 If no schedule or agreement is made stating the dates upon which written interpretations as set forth in Subparagraph 3.2.17 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after demand is made for them, and not then unless such claim is reasonable.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Owner a Schedule of Values allocated to the various portions of the Work, as set forth in Division 1, Section 01 2973 of the General Requirements entitled "Schedule of Values," and supported by such data to substantiate its accuracy as the Construction Project Manager and the Owner may require. This schedule, unless objected to by the Owner, shall be used only as a basis for the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 On or about the dates specified in the Contract Documents, Contractor shall meet with the Construction Project Manager and submit a completed Progress Report, in accordance with the requirements of Contract Documents, supported by such data substantiating the Contractor's right to payment as the Owner or Construction Project Manager may require. Contractor shall also certify that it has paid all due and payable amounts for which previous certificates for payment were issued and payments received from the Owner. Each application for payment thereafter shall include the Contractor's statement that prevailing wages have been paid in accordance with ORS 279C.800 through 279C.870.

9.3.1.1 The submission and approval of the Construction Schedule and monthly updates thereof as required by the Contract Documents shall be an integral part and basic element of the Application upon which progress payment shall be made. The Contractor shall be entitled to progress payments only upon substantial compliance with all the requirements of this Article 9, which compliance shall be a condition precedent to the processing of the Contractor's Applications.

9.3.2 Retainage shall be in accordance with ORS 279C.550 through 279C.570.

9.3.2.1 The Owner shall make progress payments on the contract monthly as work progresses on the Work. Payments shall be based upon estimates of work completed that are approved by the Engineer and the Owner. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein. The Owner shall pay to the Contractor interest on the progress payment, not including retainage, at a rate equal to three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after receipt of the invoice from the contractor or 15 days after the payment is approved by the contracting agency, whichever is the earlier date, but the rate of interest may not exceed 30 percent. The interest shall commence 30 days after the request for payment is made by the Contractor or 15 days after the payment is approved by the Owner, whichever is the earlier date.

9.3.2.2 The Owner shall reserve as retainage from any progress payment on this Contract an amount not to exceed five percent of the payment.

9.3.2.3 The retainage held by the Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Sum. The Owner shall pay to the Contractor interest at the rate of one and one-half percent per month on the final payment due the Contractor, interest to commence 30 days after the work under the contract has been completed and accepted, and to run until the date when the final payment is tendered to the Contractor. The Contractor shall notify the Owner in writing when the Contractor considers the work complete, and the Owner shall, within 15 days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the Contract. If the Owner does not, within the time allowed, notify the Contractor of work yet to be performed to fulfill

contractual obligations, the interest provided by this subparagraph shall commence to run 30 days after the end of the 15-day period.

9.3.3 Payments may be made by the Owner at its sole discretion, on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site by the Contractor. Materials once paid for by the Owner become the property of the Owner and may not be removed from the Project site without the Owner's written permission.

9.3.4 The Contractor warrants that title to all Work (including all materials and equipment) within the scope of an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor from Owner, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to in this Article 9 as "liens"); and that no Work, materials or equipment covered by Application for Payment will have been acquired by the Contractor, or by any other person performing or furnishing any portion of the Work for Contractor, subject to an agreement under which a security interest therein or any other encumbrance thereon is retained by the seller or supplier, or is otherwise imposed thereon by Contractor or such other person.

9.3.5 Everything charged to the Contractor by the Owner under the provisions of the Contract shall be paid to the Owner within three (3) days of written demand. Such charges may be deducted by the Owner from monies due or to become due under the Contract. The Owner may recover such charges from the Contractor or its surety.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Construction Project Manager after receipt of the Contractor's Application for Payment, will within a reasonable time issue a Certificate of Payment to the Owner, with a copy to the Contractor, for such amount as the Construction Project Manager and Engineer, determine is properly due, or notify the Contractor in writing of the reasons for withholding a Certificate as provided in paragraph 9.6.

9.4.2 The signing of a Certificate for Payment will constitute a representation by the Construction Project Manager or Engineer to the Owner, that based upon observations at the site, pursuant to their agreements with the Owner, and the data comprising the Application for Payment, the Work has progressed to the point indicated and that, to the best of their knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to: an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by or performed under the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, by signing a Certificate for Payment, the Construction Project Manager and Engineer shall not thereby be deemed to represent that either has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, or that either has reviewed the construction means, methods, techniques, sequences or procedures, or that either has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After a Certificate for Payment has been issued, the Owner shall make payment in the manner and within the time provided in Division 1, Section 01 2900.

9.5.1.1 Prior to the twenty-fifth (25th) day of each month, the Contractor shall submit to the Engineer and the Construction Project Manager a draft Application for Payment. The Application shall be on the forms required by Division 1, Section 01 2900, and shall be accompanied by such other certificates as may be required by the Owner. On or before the last day of each month, the Contractor shall submit to the Engineer and the Construction Project Manager an Application for Payment that has been corrected from the draft Application. No Application for payment will be accepted after the date of Substantial Completion until the Request for Final Payment, except that if extensions in the contract Time total thirty (30) calendar days or more, there shall be additional progress payments for each full thirty (30) calendar days of the Contract Time extension.

9.5.1.2 The Owner shall make payment on or before the fourteenth (14th) day of the month following Application submittal. Progress payments shall bear interest at the statutory rate established in ORS 279C.570, thirty days (30) after the request for payment is made by the Contractor or fifteen days (15) after the payment is approved by the Owner, whichever is the earlier date. Interest, if any, on a final payment due and unpaid shall commence upon expiration of the applicable time period under Article 13.

9.5.2 The Contractor shall pay each Subcontractor (including material suppliers and laborers) performing labor or furnishing material for the Work within seven (7) days of receipt of payment from the Owner out of the amount paid to the Contractor on account of the Work of such Subcontractor, material supplier, or laborer, the amount which said Subcontractor is entitled as required by Oregon Revised Statutes, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Work. The Contractor shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to its Sub-subcontractors in a similar manner. The Contractor or Subcontractor may withhold payment of not more than 5% from the monies earned by any Subcontractor or any Sub-subcontractor or supplier in accordance with ORS 701.410 to 701.440 as it now exists or may hereafter be amended, except as provided in ORS 279C.580.

9.5.3 The Owner may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Construction Project Manager on account of Work done by such Subcontractor.

9.5.4 Neither the Owner, the Construction Project Manager, nor the Engineer shall have any obligation to pay, nor to see to the payment of, any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work which is not in accordance with the Contract Documents.

9.5.6 Contractor agrees to keep the Work and the site(s) on which Work is to be performed free and clear of all liens and claims of liens on materials furnished pursuant to the Contract Documents. Contractor hereby waives any right it may have in connection with the Work to file any liens, mechanics or otherwise. Notwithstanding anything to the contrary contained in the Contract Documents, if any such lien is filed or there is any reason to believe that any lien may be filed at any time during the progress of the Work or the duration of this Contract, the Owner may refuse to make any payment otherwise due the Contractor or withhold from any payment due to Contractor a sum sufficient in the opinion of the Owner to pay all obligations and expenses necessary to satisfy such lien or claim and completely indemnify the

Owner against any such lien or claim unless and until Contractor shall furnish satisfactory evidence that the indebtedness and the lien in respect thereof, if any, has been satisfied, discharged and released of record or that the Contractor has caused such lien to be released of record if and as provided by law pending the resolution of any dispute between Contractor and the person filing such lien; and if such evidence is not furnished by Contractor to the Owner within a period of five (5) days after demand to do so, the Owner may discharge such indebtedness and deduct the amount required therefore, together with any and all losses, costs, damages and attorney's fees suffered or incurred by the Owner from any sum payable to Contractor under the Contract Documents. Final Payment to Contractor may be withheld until the Work and the site(s) on which the Work is to be performed are free and clear of all liens or rights thereto arising because of Work performed or materials furnished under the Contract Documents. This Subparagraph 9.5.6 shall be specifically included in all subcontracts and Purchase Orders entered into by Contractor.

9.5.7 Pursuant to Oregon Revised Statutes ORS 279C.505, the Contractor shall make prompt payment, as due, to all persons supplying to the Contractor labor or material for the prosecution of the work provided for herein, pay all contributions or amounts due the State Industrial Accident Fund from the Contractor incurred in the performance of the contract herein, not permit any lien or claims to be filed or prosecuted against the Owner on account of any labor or material furnished, and to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

9.5.8 Pursuant to ORS 279C.515, if the Contractor fails, neglects or refuses to make prompt payments of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with a "public contract", as defined in ORS 279A, as such claim become due, the proper official representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to come due the Contractor by reason of this Contract, but the payment of a claim in the manner authorized herein shall not relieve the Contractor or its surety from its or its obligation with respect to any unpaid claims.

9.6 PAYMENTS WITHHELD

9.6.1 The Construction Project Manager and Engineer may decline to certify payment and may withhold the Certificate in whole or in part, to the extent necessary to protect the Owner, if in their opinion they are unable to make representations to the Owner as provided in Subparagraph 9.4.2. If the Construction Project Manager and Engineer are unable to make representations to the Owner as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, they will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor, the Engineer, and the Construction Project Manager cannot agree on a revised amount, the Construction Project Manager and Engineer will promptly issue a Certificate for Payment in the amount for which they are able to make such representations to the Owner. The Construction Project Manager and Engineer may also decline to certify payment or any part thereof, or, because of subsequent observations, they may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in their opinion to protect the Owner from loss because of:

- .1 defective work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims;

- .3 failure of the Contractor to make payments as required by the Contract to Subcontractors or for labor, materials, or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be or has not been completed within the Contract Time or Specific Dates;
- .7 failure to carry out the Work in accordance with the Contract Documents;
- .8 liens filed or reason to believe it is probable a lien will be filed for any portion of the Work, as more specifically provided in Subparagraph 9.5.6; or
- .9 failure or refusal of the Contractor to fully comply with Division 1, Section 01 3200 of the General Requirements entitled "Schedules and Reports."

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Owner does not make payment to the Contractor within the time provided for elsewhere in the Contract Documents, or if no time is stated, within a reasonable time, after receipt of the Contractor's approved Application for Payment from the Construction Project Manager; and if the Contractor is not responsible for such failure; and if the Owner is otherwise not entitled under the Contract Documents or applicable law to withhold payment, Contractor shall give Owner written notice thereof within seven (7) days of such failure to make payment. Should the Owner fail, within fourteen (14) days of receipt of such notice from the Contractor, to make payment to Contractor or to specify, in writing, the justification for withholding or not making payment, Contractor may stop the Work until payment of the amount owing according to the Contract Documents has been received. In such an event, the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay, and start-up, which shall be affected by an appropriate Change Order as provided herein. Should the Owner specify to Contractor, within the fourteen (14) day period stated above, the basis for the Owner's refusal to make payment, such decision of the Owner shall be final and binding upon the Contractor unless the Contractor, within seven (7) days of the receipt of such writing from the Owner, notifies the Construction Project Manager.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for the Owner a list of items to be completed or corrected and request in writing that the Work be inspected for Substantial Completion determination. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Engineer and the Construction Project Manager, based on an inspection, jointly determine that the Work or designated portion thereof is substantially complete, they will then prepare a Certificate of

Substantial Completion, state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall not commence until the Date of Final Completion of the Work or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion or the Contract Documents. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Project Manager and the Engineer, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or such portion thereof, as provided in the Contract Documents.

9.8.3 Should the Engineer and the Construction Project Manager determine that the Work or the portion thereof designated by Contractor pursuant to Subparagraph 9.8.1 is not substantially complete, they shall provide the Contractor a written notice stating why the Work or designated portion thereof is not Substantially Complete. The Contractor shall expeditiously complete the Work and shall re-request in writing that the Engineer and the Construction Project Manager perform a Substantial Completion inspection. Contractor shall pay Owner for all costs associated with such re-inspection by the Construction Project Manager and Engineer.

9.8.4 The acceptance of Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the Application for Payment for the Substantial Completion payment, and except for the sum due for Final Completion and the retainage sum due after Final Completion.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer and the Construction Project Manager will promptly make such inspection and, when they find the Work acceptable under the Contract Documents and the Contract fully performed, they will jointly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and based on their observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment, as outlined in Subparagraph 9.9.2, have been fulfilled.

9.9.1.1 For Final Completion of the Work or designated portion thereof to be achieved, (1) Substantial Completion of the Work or designated portion thereof must have been achieved, (2) the Owner must have received a final certificate of occupancy and all other governmental approvals necessary and required for the Owner to occupy or utilize the Work or designated portion thereof for its intended purpose, or a temporary certificate of occupancy if Contractor is not responsible for the non-issuance of a final certificate of occupancy, (3) the Contractor must have submitted all warranties, operating and maintenance manuals, as-built drawings and Specifications, keys and other submittals required for the Work or designated portion thereof, and (4) the Contractor otherwise must have fully performed and

completed all of its other obligations required for Final Completion under the Contract Documents with respect to the Work or designated portion thereof.

9.9.2 Neither final payment nor the remaining retained percentage shall become due until the Work is free and clear of all liens as required by Subparagraph 9.5.6 and the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, (3) valid waivers of all construction lien claims by the Contractor and each Subcontractor in a form acceptable to the Owner, and (4) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against any loss. If any such lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the Owner may be compelled to pay in discharging such lien or claim, including all costs and attorneys' fees. The Owner may withhold from final payment any sum that the Owner has reason to believe may be needed to satisfy any lien, claim, or threat of lien arising out of the Work. The Owner may deduct from the final payment an amount equal to any costs, expenses, and attorneys' fees incurred by the Owner in removing or discharging any liens arising out of the Work. Payment of the retained percentage shall be in accordance with and subject to the conditions as outlined in ORS 279C.570.

9.9.3 If Owner, after a substantial portion of the work has been completed, finds that an unreasonable delay will occur in the completion of the remaining portion of the contract for any reason not the result of a breach thereof, it may, if the Contractor agrees, delete from the contract the remaining work and accept as final the improvement at the stage of completion then attained and may make payment in proportion to the amount of work accomplished.

9.9.4 The making of Final Payment shall not constitute a waiver of any claims by the Owner against the Contractor.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

9.10 LIQUIDATED DAMAGES

9.10.1 Should the Contractor fail to substantially complete the Work on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by Owner), it shall pay the Owner, as liquidated damages, the sum specified in the Contract for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete the Work or designated portion thereof within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

9.10.2 For each consecutive calendar day that the Work remains incomplete after the date established for Final Completion, the Owner will retain from the compensation otherwise to be paid to the Contractor the sum specified in the Contract. This amount is the minimum measure of damages the Owner will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up, and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above.

9.10.3 For the purposes of Liquidated Damages, the date of Final Completion shall be the date as stated in the Engineer's letter to the Owner that the Project is finally complete.

9.11 OWNER'S RIGHT TO OCCUPY INCOMPLETE WORK

9.11.1 Should the Work, or any portion thereof, be incomplete for Substantial Completion or Final Completion at the scheduled date or dates, the Owner shall have the right to occupy any portion of the Work. In such an event, the Contractor shall not be entitled to any extra compensation on account of said occupancy by the Owner or by the Owner's normal full use of the Work, nor shall the Contractor interfere in any way with said normal full use of the Work. Further, in such an event, the Contractor shall not be entitled to any extra compensation on account of the Owner's occupancy and use of the Work, nor shall the Contractor be relieved of any responsibilities of the Contract, including the required times of completion. Such occupancy by the Owner does not, by itself, constitute Substantial Completion nor Final Completion.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Owner, the Construction Project Manager, and the Engineer, or their agents, employees, or representatives, are not responsible for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

10.1.2 Any notice given to the Contractor by the Owner, the Construction Project Manager or the Engineer of a safety or property protection violation will not; (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation; (2) impose any obligation upon Owner, Construction Project Manager or Engineer to inspect or review Contractor's safety program or precautions or to enforce Contractor's compliance with the requirements of this Article 10; and (3) impose any continuing obligation upon Owner, Construction Project Manager or Engineer to provide such notice to Contractor or any other person or entity.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- .1 all employees on the Work and all other persons who may be affected thereby;

- .2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, and Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clause 10.2.1.2 and 10.2.1.3, except damage or loss caused by the acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Paragraph 4.19.

10.2.6 The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents and monitoring of the Work to ensure compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of public authority bearing on the safety of persons or protection of property. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner.

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

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11 INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain such insurance as will protect it, the Owner, the Construction Project Manager and the Engineer and their agents, representatives and employees from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit, and other similar employee benefit acts (with Workers' Compensation and Employers Liability Insurance in an amount not less than those necessary to meet the statutory requirements of the state(s) having jurisdiction over any portion of the Work;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of persons performing work or services or supplying materials for the Work;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- .7 Without limiting the above, during the term of the Contract, the Contractor shall, at its own expense, purchase and maintain the following insurance with companies licensed to do business in the jurisdiction in which the Project is located and satisfactory to the Owner.

1. Workers' Compensation with limits as required by law.
2. Employer's Liability (Stop Gap) \$ 1,000,000
3. Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form. This coverage shall include contractual liability insurance for the indemnity provided under this contract. The following limits of insurance will be carried:

a.	Coverage	Limit
	Each Occurrence	\$2,000,000
	General Aggregate	\$4,000,000 *
	Products-Completed Operations Aggregate	\$4,000,000*
	Personal & Advertising Injury	\$2,000,000
	Fire Damage (Any one Fire)	\$100,000
	Medical Expense	\$5,000
	*To apply on a per-location basis	

4. Comprehensive Automobile Liability covering all owned, non-owned, and hired automobiles ("Symbol 1"):
 - a. Combined Single Limit \$ 2,000,000
5. Umbrella coverage will also be required, and will apply over all primary liability policies, including but not limited to coverages outlined in 2, 3, & 4 above.
 - a. Occurrence/Aggregate Limit \$ 5,000,000
6. Springfield School District #19 – Springfield Public Schools, its officers, directors, employees, Construction Project Manager, and Engineer shall be named as additional insured on all liability policies, by endorsement. This additional insured coverage shall include completed operations.
7. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days' written notice to the Springfield Public Schools. Any failure to comply with this provision will not affect the insurance coverage provided to the District. The 30-day notice of cancellation provision shall be physically endorsed onto the policy.
8. As evidence of the insurance coverage required by this contract, including an additional insured endorsement, the contractor shall furnish a Certificate of Insurance to Springfield Public Schools. No contract shall be affected until the required certificates have been received and approved by the District. A renewal certificate will be sent to the District 10 days prior to coverage expiration. Where noted above, copies of policy endorsements must be attached to all Certificates of Insurance. Note that certificates cannot change, modify, or endorse insurance policies.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be primary and noncontributing to any insurance possessed or procured by the Owner, and limits of liability shall not be less than those set forth in the Special Conditions of this Contract.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.19.

11.1.4 The insurance required by Subparagraph 11.1 shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater.

11.1.5 Before signing this Contract, or commencing work on any project or allowing any Subcontractor to commence work, the Contractor shall obtain all insurance required under this subparagraph. The Contractor shall maintain this insurance until Final Completion. Proof of insurance will be required prior to performing work under the warranty.

11.1.6 The service or services to be rendered under this contract are those of an independent contractor in accordance with ORS 670.600 and 670.605. Contractor is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

11.1.7 The Contractor, its subcontractors, if any, and all employees providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies

Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than thirty days (30) in a calendar year. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage. This shall include Employers' Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

11.1.8 Coverages provided by the Contractor must be underwritten by an insurance carrier deemed acceptable by the Owner. The Owner reserves the right to reject any or all insurance carrier(s) with an unacceptable financial rating.

11.2 - PROPERTY INSURANCE

11.2.1 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism, and malicious mischief. All contractors, subcontractors, and sub-subcontractors will be financially responsible for their own equipment, tools, machinery, and supplies during the course of this project. If the Owner does not intend to purchase such insurance for the full insurable value of the entire Work, it shall inform the Contractor in writing prior to commencement of the Work. The Contractor may then affect insurance which will protect the interests of itself, its Subcontractors, and the Sub-subcontractors in the Work, and by appropriate Change Order, the cost thereof shall be charged to the Owner. If the Contractor is damaged by failure of the Owner to purchase or maintain such insurance and to so notify the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto. If not covered under the all-risk insurance or otherwise provided in the Contract Documents, the Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit.

11.2.2 Any loss insured under Subparagraph 11.2.1 is to be adjusted with the Owner and made payable to the Owner as trustee for this insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph 11.2.8. The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to its Sub-subcontractor in a similar manner.

11.2.3 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 11.2 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors. With respect to the waiver of rights of recovery, the term Owner shall be deemed to include, to the extent covered by property insurance applicable thereto, its consultants, employees, and agents, including the Construction Project Manager and the Engineer and their consultants, officers, employees, and agents. The Contractor waives against any separate contractor described in Article 6 all rights for damages caused by fire or other perils in the same manner as is provided above as against the Owner. The Owner shall require, by appropriate agreement, written where legally

required for validity, similar waivers in favor of the Contractor by any separate contractor and its Subcontractors and Sub-subcontractors.

11.2.4 If required in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of its duties. It shall deposit in a separate account any money so received, and it shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with a court order or award. If, after such loss, no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.

11.2.5 The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the Owner's exercise of this power, and if such objection be made, the matter shall be decided by a court of competent jurisdiction or as the parties in interest otherwise agree. The Owner as trustee shall, in that case, make a settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.2.6 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, Contractor shall obtain the consent of the insurance company or companies providing the property insurance, by endorsement to the policy or policies. No insurance required by this Article 11 shall be canceled or lapsed on account of such partial occupancy or use.

11.2.7 In the event Contractor neglects, refuses, or fails to provide the insurance required under the Contract Documents, or if such insurance is canceled for any reason, the Owner shall have the right but not the duty to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to Contractor.

11.2.8 Contractor will be responsible for a deductible carried by the Owner on Property Insurance policies referenced in 11.2.1. This deductible level will be \$25,000 per occurrence.

11.3 EFFECT OF SUBMISSION OF CERTIFICATES

11.3.1 The Owner and Construction Project Manager shall be under no obligation to review any Certificates of Insurance provided by the Contractor or to check or verify the Contractor's compliance with any requirements regarding insurance imposed by the Contract Documents. The Contractor is fully liable for the amounts and types of insurance required herein and is not excused should any policy or certificate of insurance provided by the Contractor not comply with all requirements regarding insurance imposed by the Contract Documents.

11.4 FAILURE OF COMPLIANCE

11.4.1 Should the Contractor fail to provide and maintain in force all insurance, or insurance coverage required by the Contract Documents or by law, or should a dispute arise between Owner and any insurance company of Contractor over policy coverage or limits of liability as required herein, the Owner shall be entitled to recover from the Contractor all amounts payable, as a matter of law, to Owner or any other parties, including but not limited to the Construction Project Manager and the Engineer, had the required insurance or insurance coverage been in force. Said recovery shall include, but is not limited to interest for the loss of use of such amounts of money, plus all attorney's fees costs and expenses incurred in securing such determination and any other consequential damages arising out of the failure of the Contractor or insurance company to comply with the provisions of the Contract Documents, or any policy

required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which Contractor is responsible as a matter of law.

ARTICLE 12
CHANGES IN THE WORK

12.1 CHANGES IN THE WORK

12.1.1 The Owner may, at any time, without notice to the sureties and without invalidating the Contract, by written order designated or indicated to be a Change Order, make any Change in the Work within the general scope of the Contract, including, but not limited to, Changes:

- .1 in the Specifications and the Drawings,
- .2 in the sequence, method, or manner of performance of the Work,
- .3 in the Owner-furnished facilities, equipment, materials, services, or site, or
- .4 directing acceleration in the performance of the Work.

12.1.2 Any other written order (which terms as used in this Subparagraph shall include direction, instruction, interpretation or determination) from the Owner, the Construction Project Manager or the Engineer which causes any such change, shall be treated as a Change Order under this subparagraph, provided that the Contractor gives the Construction Project Manager prompt, written notice stating the date, circumstances and source of the order and that the Contractor regards the order as a Change Order.

12.1.3 Except as provided in Subparagraphs 12.1.1 and 12.1.2, no order, statement, or conduct of the Owner, the Construction Project Manager, or the Engineer shall be treated as a change or entitle the Contractor to an equitable adjustment hereunder.

12.1.4 If any change under this Paragraph 12.1 causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work under this Contract, including work not affected directly by the change, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective Specifications, no claim for any Change under Subparagraph 12.1.2 shall be allowed for any costs incurred more than seven (7) days before the Contractor gives the Construction Project Manager written notice as therein required.

12.1.5 If the Contractor intends to assert a claim for an equitable adjustment under this Article, it must, within twenty (20) days after receipt of a written Change Order under Subparagraph 12.1.1 above or the furnishing of a written notice under Subparagraph 12.1.2, submit to the Construction Project Manager a written statement setting forth the general nature and approximate cost of such claim, unless this period is extended by the Construction Project Manager. The statement of claim hereunder may be included in the notice under Subparagraph 12.1.2 above.

12.1.6 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

12.1.7 The cost or credit to the Owner resulting from a Change in the Work shall be determined in one or more of the following ways (subject to DJ-AR 49-0910):

- .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data, as the Construction Project Manager may require to permit

evaluation. At a minimum, the Contractor shall submit an itemized breakdown of the cost and/or time required by the Change in the Work, including, but not limited to, the following:

- .a Material quantities and costs.
 - .b Direct labor hours and hourly rates for specific work or operation to be performed.
 - .c Equipment costs or rental charges.
 - .d Specified overhead and profit markup as identified in Subparagraph 12.1.10.
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon;
 - .3 by cost to be determined in a manner agreed upon by the parties, plus a stipulated fixed or percentage fee; or
 - .4 by the method provided in Subparagraph 12.1.12.

12.1.8 For the purposes of Subparagraph 12.1.7, cost shall be limited to the following: cost of materials and equipment, including cost of delivery; cost of in-field labor not including project staff or supervision, including Social Security, payroll taxes, fringe benefits, unemployment insurance and workers' compensation insurance; rental rate of and fuel for power tools and equipment not normally on the project.

12.1.9 For the purposes of Subparagraph 12.1.7, overhead shall include the following: project insurance, bond premiums, general administration, supervision which includes project managers and staff not completing direct material work in the field, superintendence, general foremen, wages of time-keepers, watchmen and clerks, small tools, incidentals, general office expense, home office overhead, project office overhead and expenses, and all other expenses not included in "cost."

12.1.10 For the purposes of Subparagraph 12.1.7, combined overhead and profit included in the total cost to the Owner for any Change shall not exceed the rates set forth in the following schedule:

- .1 for the Contractor, for work performed by its own forces, 10% of cost;
- .2 for each Subcontractor involved, work performed by Subcontractor forces, 10% of the cost; and
- .3 for the Contractor, for work performed by Subcontractors, 5% of the cost;

This shall also apply to overhead and profit to the Subcontractor for its Sub-subcontractors.

12.1.11 If the net value of a Change results in a credit from the Contractor or Subcontractor, the credit given shall be the net cost without overhead or profit. The cost as used herein shall include all items of labor, materials, and equipment.

12.1.12 If none of the methods set forth in Subparagraph 12.1.7.1 is agreed upon, the Contractor, provided it receives a written order signed by the Construction Project Manager, shall promptly proceed with the Work involved. The cost of such Work shall then be determined subject to DJ-AR 49-0910 by the

Construction Project Manager based on the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, the stipulated allowance for overhead and profit. In such a case, and also under Subparagraphs 12.1.7.3 and 12.1.7.4 above, the Contractor shall keep and present, in such form as the Construction Project Manager may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including cost of delivery; cost of labor, including social security, payroll taxes, unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; and rental value of equipment and machinery. Pending final determination of cost by the Owner, payments of account shall be made on the Certificate for Payment issued by the Construction Project Manager and the Engineer.

12.1.13 The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in any one Change, the allowance for overhead and profit shall be figured based on the net increase, if any, with respect to that Change.

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

12.1.15 Nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.

12.1.16 The amount payable to the Contractor under this Contract, the Contract Time, and the date required for performance of any part of the Work may be changed only by a written Change Order to this Contract.

12.1.17 If the Contractor fails to submit its proposal within the designated period of time or if the parties are unable to agree as to the reasonable cost and time to perform the Change in or addition to the Work based upon the Contractor's Proposal and the Construction Project Manager and Owner do not elect to have the Change in the Work performed on a time and material basis, the Owner and Construction Project Manager shall make a unilateral determination of the reasonable cost and time to perform the Change in the Work, based upon their own estimates, the Contractor's submission or a combination thereof. A Change Order shall be issued for the amounts of cost and time determined by the Construction Project Manager and the Owner and shall become binding upon the Contractor unless the Contractor submits its protest in writing to the Owner within twenty (20) days of the issuance of the Change Order. The owner has the right to direct in writing the Contractor to perform the Change in the Work, which is the subject of such Change Order. Failure of the parties to reach agreement regarding the cost and time of performing the Change in the Work and/or any pending protests shall not relieve that Contractor from performing the Change in the Work promptly and expeditiously.

12.2 CLAIMS FOR ADDITIONAL COST

12.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, it shall give the Construction Project Manager written notice thereof within seven (7) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute

the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Paragraph 10.3. No claim shall be valid unless so made. Contractor hereby waives all claims not so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order, subject to DJ-AR 49-0910.

12.2.2 If the Contractor claims that additional cost is involved because of, but not limited to, any written interpretation pursuant to Subparagraph 3.2.17, the Contractor shall make such claim as provided in Subparagraph 12.2.1.

12.3 DISPUTES REGARDING CHANGES.

12.3.1 If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum or an expansion or contraction in the Contract Time as a result of a Change in the Work, the Contractor shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner shall, however, pay to the Contractor up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute if said Change in the Work results in an increase in the Contract Sum; and the Owner shall have the right to decrease the Contract Sum up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the Contract Sum.

12.4 AUDIT RIGHTS

12.4.1 With respect to any Change in the Work resulting in an increase in the Contract Sum, the Contractor shall afford (and shall require its Subcontractors to afford) access to the Owner at all reasonable times to any books, correspondence, instructions, receipts, vouchers, memoranda and records of any kind relating thereto, all of which shall be maintained by the appropriate parties for a period of at least two (2) years from and after the date the Owner makes payment on account of such Change in the Work. The Contractor authorizes the Owner (and shall require its Subcontractors to authorize the Owner) to check directly with any suppliers of labor and material with respect to any item chargeable to the Owner under this Article, to confirm balances due and to obtain sworn statements and waivers of lien, all if the Owner so elects.

12.5 MINOR CHANGES IN THE WORK

12.5.1 The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

12.6 DIFFERING SITE CONDITIONS

12.6.1 Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, it shall immediately give notice to the Construction Project Manager of such conditions before they are disturbed. The Construction Project Manager and the Engineer shall thereupon promptly investigate the conditions, and if they find that they materially differ from those shown on the drawings or indicated in the specifications, the Engineer shall at once make such changes in the drawings and/or specifications as they may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. However, neither the Owner, Construction Project Manager, nor the Engineer shall be liable or responsible for additional work,

costs, or changes to the Work due to material differences between actual conditions and any geotechnical, soils, and other reports, surveys, and analyses made available for the Contractor's review.

12.7 GENERAL PROVISIONS RELATED TO CHANGES

12.7.1 The Contractor shall not be entitled to any amount of indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of Article 12, and which the Contractor, its Subcontractors or Sub-subcontractors or any other person may incur as a result of reasonable delays, interferences, suspensions, changes in sequence or the like, arising from the performance of all changes in the Work performed pursuant to this Article 12. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of its direct costs as compensable hereunder and an extension of the Contract Time, but only in accordance with the provisions of the Contract Documents. This provision shall not preclude recovery by Contractor for damages for unreasonable delays, interferences, suspensions, changes in sequence, or the like that are caused by the acts or omissions of the Owner or persons acting for the Owner pursuant to the provisions of the Contract.

ARTICLE 13

TERMINATION OF THE CONTRACT

13.1 TERMINATION BY THE CONTRACTOR

13.1.1 The Contractor shall have the right to terminate the contract only upon those conditions and with such rights as are set forth in ORS 279C.

13.2 TERMINATION FOR CONVENIENCE OF OWNER

13.2.1 The Owner may, at any time upon ten days' written notice to the Contractor and Contractor's surety, terminate (without prejudice to any right or remedy of the Owner) the whole or any designated portion of the Work for the convenience of the Owner.

13.3 DEFAULT TERMINATION

13.3.1 The Owner may, upon ten (10) days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the whole or any portion of the Work required by the Contract Documents in any one of the following circumstances:

- .1 if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure the Substantial Completion of the Work within the Contract Time;
- .2 if the Contractor is in material default in carrying out any provisions of this Contract for a cause within its control;
- .3 if the Contractor is adjudged a bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
- .4 if the Contractor fails to supply a sufficient number of properly skilled workers or proper materials;

- .5 if the Contractor fails to make prompt payment to Subcontractors or for materials or labor;
- .6 if the Contractor persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
- .7 if the Contractor substantially violates any provision of the Contract Documents.

The right of the Contractor to proceed shall not be so terminated under this Paragraph 13.3 because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its Subcontractors as set forth in Subparagraph 8.3.3.

13.3.2 If, after Contractor has been terminated for default pursuant to this Paragraph 13.3, it is determined that none of the circumstances set forth in Subparagraph 13.3.1 exist, then such termination shall be considered a termination for convenience pursuant to Paragraph 13.2.

13.4 ALLOWABLE TERMINATION COSTS

13.4.1 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 13.2, then the Owner shall only be liable to Contractor for those costs reimbursable to Contractor in accordance with Subparagraph 13.4.2, plus a markup of ten percent on the actual fully accounted costs recovered under 13.4.2; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

13.4.2 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 13.2, the Owner shall pay the Contractor the amounts determined by the Construction Project Manager as follows:

- .1 an amount for supplies, services, or property accepted by the Owner pursuant to Subparagraph 13.5.1.6 (or sold or acquired pursuant to Subparagraph 13.5.1.7) and not heretofore paid for, and to the extent provided in the Contract such amount shall be equivalent to the aggregate price for such supplies or services computed in accordance with the Price or Prices specified in the Contract, appropriately adjusted for any saving of freight or other charges; and
- .2 the total of:
 - (1) the cost incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under Subparagraph 13.4.2.1 or 13.4.2.2(2),
 - (2) the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders, pursuant to Subparagraph 13.5.1.5, which are properly chargeable to the terminated portion of the Contract (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination), which amounts shall be included in the costs payable under (1) above, and

- (3) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this Contract.

13.4.3 The total sum to be paid to the Contractor under this Paragraph 13.4 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made, by the Contract Price of Work not terminated, and as otherwise permitted by this Contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in this Subparagraph 13.4.3, the fair value, as determined by the Construction Project Manager, of property which is destroyed, lost, stolen or damaged to become undeliverable to the Owner or to a buyer pursuant to Subparagraph 13.5.1.7.

13.4.4 If the Owner terminates in whole or in any part of the Work pursuant to Paragraph 13.3, then the Owner may procure, upon such terms and in such manner as the Construction Project Manager may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this Contract to the extent not terminated hereunder.

13.5 GENERAL TERMINATION PROVISIONS

13.5.1 After receipt of a Notice of Termination from the Owner, pursuant to Paragraph 13.2 or 13.3, and except as otherwise directed by the Construction Project Manager, the Contractor shall:

- .1 stop Work under the Contract on the date and to the extent specified in the Notice of Termination;
- .2 Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
- .3 terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
- .4 assign to the Owner in the manner, at the times and to the extent directed by the Construction Project Manager, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- .5 settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Construction Project Manager, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
- .6 transfer title and deliver to the entity or entities designated by the Owner, in the manner, at the times and to the extent, if any, directed by the Construction Project Manager, and

to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the Work as had been terminated:

- (1) the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs, and other fixtures, completed Work, supplies, and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination, and
 - (2) the completed or partially completed plans, drawings, information, and other property related to the Work;
- .7 use its best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Construction Project Manager, any property of the types referred to in Subparagraph 13.5.1.6; provided, however, that the Contractor:
- (1) shall not be required to extend credit to any buyer, and
 - (2) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Construction Project Manager; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Construction Project Manager may direct;
- .8 take such action as may be necessary, or as the Construction Project Manager may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

13.5.2 The Contractor shall, from the effective Date of Termination until the expiration of three years after final settlement under this Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, but without direct charge to the Owner, all books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or, to the extent approved by the Construction Project Manager, photographs, micro-photographs or other authentic reproductions thereof.

13.5.3 In arriving at any amount due the Contractor pursuant to Paragraph 13.4, there shall be deducted:

- .1 all unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of this Contract;
- .2 any claim which the Owner may have against the Contractor;
- .3 such claim as the Construction Project Manager determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and

- .4 the agreed price for, or the proceeds of sale of any materials, suppliers, or other things acquired by the Contractor or sold, pursuant to the provisions of Subparagraph 13.5.1.7, and not otherwise recovered by or credited to the Owner.

13.5.4 If the termination, pursuant to Paragraph 13.2, be partial, the Contractor may file with the Construction Project Manager a claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause must be asserted within six months from the effective date of the Notice of Termination.

13.5.5 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under Paragraph 13.4.

13.5.6 The Owner may, at its option and Contractor's expense, have costs reimbursable under Paragraph 13.4 audited and certified by independent certified public accountants selected by the Owner.

13.5.7 The Contractor shall be entitled to only those damages and that relief from termination by the Owner as specifically provided in Article 13.

END OF SECTION 00 70 00

SUPPLEMENTAL CONDITIONS OF THE CONTRACT

REFERENCE:

"GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" consist of the General Conditions of the Contract (Section 00 7000) and are further revised and supplemented by the provisions of these Supplementary General Conditions of the Contract, hereinafter called the "Supplemental General Conditions." The General Conditions and the Supplemental General Conditions apply to all of the Work under this Contract and shall apply to the Contractor, and to all Subcontractors and Sub-subcontractors.

SUPPLEMENTS:

The following supplements modify, change, delete, or add to the General Conditions.

PUBLIC CONTRACTING PROVISIONS

In accordance with OAR 137-049-0200, the following contract provisions are required by Oregon law:

- (1) Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or materials for the performance of the work provided for in this agreement. [ORS 279C.505(1)(a)]
- (2) Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred on the performance of the agreement. [ORS 279C.505(1)(b)]
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or materials. [ORS 279C.505(1)(c)]
- (4) Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505(1)(d)]
- (5) Contractor shall demonstrate that an employee drug testing program is in place. [ORS 279C.505(2)]
- (6) For demolition, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. [ORS 279C.510(1)]
- (7) For lawn and landscape maintenance, Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost-effective. [ORS 279C.510(2)]
- (8) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or Subcontractor by any person in connection with the agreement as the claim becomes due, the proper office or officers representing the state or county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this agreement. [ORS 279C.515(1)]
- (9) If Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor materials in connection with the public improvement agreement within 30 days after receipt of payment from the contracting agency or a contractor, the Contractor or Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a

good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived. [ORS 279C.515(2)]

(10) If Contractor or Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims. [ORS 279C.515(3, 4)]

(11) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of agreements for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:

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

(a)(ii) For all overtime in excess of 10 hours in any one day or 40 hours in one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

[ORS 279C.520 (1)]

(12) Employer must give notice in writing to employees either at the time of hire or before commencement of work on the agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [ORS 279C.520 (2)]

(13) Contractor shall promptly, as due, make payment to any person, 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 the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any agreement for the purpose of providing or paying for the services. [ORS 279C.530 (1)]

(14) All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. [ORS 279C.530 (2)]

(15) The specifications contain the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 276a) that must be paid to workers in each trade or occupation required for the public works employed in the performance of the agreement either by the Contractor or Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this agreement. [ORS 279C.830 (1)(a)]

(16) Workers shall be paid not less than the specified minimum hourly wage in accordance with ORS 279C.838 and ORS 279C.840. Current prevailing wage rates can be viewed at http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx [ORS 279C.830(1)(c)]

(17) The Contractor and every Subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (7) or (8).

(a) Contractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9).

(b) Contractor must require each Subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (7) or (8).

[ORS 279C.830 (2)]

(18) Contractor must include in each subcontract for property or services the Contractor enters into with a first-tier subcontractor, including a material supplier:

(a) A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the District pays to the Contractor under the contract.

(b) A clause that requires the Contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from the Contractor.

(c) A clause that requires the Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:

(A) Notifies the subcontractor in writing at least 45 days before the date on which the Contractor makes the change; and

(B) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(d) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the District, to pay the first-tier subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract as required above.

(e) A clause that requires the first-tier subcontractor to include, in all of the first-tier subcontractor's subcontracts with each lower-tier subcontractor or supplier, payment and interest penalty clauses that conform to the standards of paragraphs (a)-(d) of this Section (18).

[ORS 279C.580(3)]

(19) Contractor, or a first-tier subcontractor, is not obligated to pay an interest penalty if the only reason that Contractor or the first-tier subcontractor did not make payment when payment was due is that Contractor or the first-tier subcontractor did not receive payment from the District or Contractor, as applicable, when payment was due. The interest penalty:

(a) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and

(b) Is computed at the rate of nine percent per annum. [ORS 279C.580(3)]

(20) A person claiming to have supplied labor or materials for the performance of the work under this contract has a right of action on Contractor's payment bond only if the person gives written notice of the claim to Contractor and the District as provided in ORS 279C.605. [ORS 279C.605]

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

In accordance with ORS 279C.525, the following is a list of federal, state, and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Work.

1 Federal Agencies

Agriculture, Department of Forest Service
Soil Conservation Service
Defense, Department of
Army Corps of Engineers
Energy, Department of
Federal Energy Regulatory Commission
Environmental Protection Agency
Health and Human Services, Department of
Housing and Urban Development, Department of
Solar Energy and Energy Conservation Bank
Interior, Department of
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Reclamation
Geological Survey
U.S. Fish and Wildlife Service
Labor, Department of
Mine Safety and Health Administration
Occupational Safety and Health Administration
Transportation, Department of
Federal Highway Administration
Coast Guard

2 State Agencies

Agriculture, Department of
Soil and Water Conservation Districts
Energy, Department of
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Human Services, Department of
Insurance Division (Department of Consumer and Business Services)
Land Conservation and Development Commission
Parks and Recreation, Department of
State Engineer
State Lands, Department of
Water Resources Department

3 Local Agencies

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

END OF SECTION 00 73 00

ALTERNATES

PART 1 GENERAL

1.01 ALTERNATIVE BID ITEMS

- A. Alternates are described throughout the Contract Documents (Drawings and Specifications). Procedures for recording and noting alternate bid items are indicated in Sections 00 2113 and 00 4100 of the General Conditions. Contractor shall note the description of alternate bid items and provide an individual separate price, which includes all costs necessary to add or deduct the cost of said bid item from the Base Bid price. Both additive and deductive bid alternates are indicated on the Drawings and Specifications.
- B. The Owner reserves the right to accept any one, all, or none of the alternate bid items. The determination of the lowest bona fide bid will include an evaluation of alternates to be accepted by the Owner.
- C. In preparing his price for each alternate bid item, the Contractor shall include all costs necessary to provide and install complete and in operating order in accordance with Contract Documents, and as indicated in the General Requirements and General Conditions, all component parts necessary to add or deduct each alternate bid item individually.
- D. Bidding Requirements:
 - 1. Refer to the Bid Form (Section 00 4100) to list all appropriate costs attributed to the alternates described in this section.
 - 2. The alternate bid items are clearly described in the Contract Documents. It is the responsibility of the bidding Contractor to realize that described or inferred adjustments may be necessary due to the acceptance or rejection of alternate bid items. All alternate bids are to be complete bids.
 - 3. Additive alternates are all inclusive of the additional work described.
 - 4. Deductive alternates include all work necessary to provide and install materials necessary to finish the affected system or area.
- D. The following are the descriptions of the alternate bid items. The Contractor shall note on the Bid Form clearly whether each item is additive or deductive in the space provided:

1.02 DESCRIPTION OF ALTERNATES

- A. ALTERNATE NO. 1 - XXXXX
- B. ALTERNATE NO. 2 - XXXXX
- C. ALTERNATE NO. 3 - XXXXX

1.03 DESCRIPTION OF UNIT PRICES (Not Used)

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 01 23 00

SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Substitutions During Bidding: Instructions to Bidders.
- B. Shop Drawings, Product Data, Samples: General Conditions and Section 01 3300.

1.02 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standards, select any product meeting standards, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any product or manufacturer named.
- C. For products specified "Basis of Design," use the product specified or follow the procedure outlined below for approval of different products.
- D. If products or manufacturers are not named in the specified sections, contractors shall follow the procedure outlined below for approval.

1.03 SUBSTITUTIONS

- A. During bidding, the Engineer will consider requests for substitutions only when received on the form provided as pages 01 2500-3 & 4. No request will be considered unless received seven (7) days prior to the time and date set for the receipt of bids. Requests for substitutions after the bid date will be considered only if in conformance with the specified section 01 2500-1.06. All Substitution Requests shall be submitted electronically.
- B. In connection with the use of any substitute item approved by the Engineer, it shall be in the Contractor's responsibility to see that such items meet all space requirements, and that any alterations to connecting items necessitated by use of the alternate items are properly made, at no increase in cost to the Owner.
- C. Specific reference in the specifications to any article, device, product, materials, form, or type of construction, etc., by name, make, or catalog number, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
- D. In making a request for substitution, Bidder/Contractor represents:
 - 1. They have personally investigated the proposed product or method, and determined that it is equal to or superior in all respects to that specified.
 - 2. They will provide the same guarantee for substitution as for the product or method specified.
 - 3. They will coordinate the installation of accepted substitution into Work, making such changes as may be required for Work to be complete in all respects at no additional cost to Owner.
 - 4. They waive all claims for additional costs or time extensions related to substitution, which consequently becomes apparent.

5. They will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. To allow the fullest competition, consistent with the Owner's interests, the Engineer will give consideration, prior to submission of proposals, to requests for approval of products and materials competitive with and similar to those specified by proprietary name.
- F. To be considered and to facilitate review of requests for approval of substitutions for specified products or materials, all such requests shall be made in writing on the form included as a part of this section.
- G. Should any proposed product substitution require any redesign work to accommodate the substitute product, costs for such redesign work shall be included in the Bid amount and shall be paid to the Owner for the required redesign work.

1.04 ENGINEER'S OPTIONS

- A. Engineer will be the sole judge of the acceptability of any proposed substitution – unless products have been specifically designated as non-substitutable by the Owner.
- B. Only listed products in this Project Manual or approved substitutions may be used on Contract Work.
- C. Each request for substitution approval shall include:
 1. Identity of product for which substitution is requested; include specification page and paragraph number.
 2. Identity of substitution; include complete product description, drawings, photographs, performance and test data, and any other information necessary for evaluation.
 3. Quality comparison of the proposed substitution with the specified product.
 4. Changes required in other work because of substitution.
 5. Effect on construction progress schedule.
 6. Cost comparison of proposed substitution with specified product.
 7. Any required license fees or royalties.
 8. Availability of local maintenance service.
 9. Source of replacement materials.

1.05 DURING BIDDING PERIOD

- A. No request for substitution approval will be considered unless a written request in triplicate has been submitted on Standard Form, as bound hereinafter, and has been received by the Engineer seven (7) days prior to the time and date set for receipt of bids.
- B. Requests submitted without a self-addressed and stamped envelope will not be individually acknowledged.

1.06 AFTER CONTRACT AWARD

- A. Approval will be granted by the Owner 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 a superior product, or
 4. Specified product cannot be guaranteed as specified, or
 5. Product will not perform properly, or
 6. Specified product will not fit within the designated space, or
 7. Specified product does not comply with governing codes or regulations, or
 8. Substitution determined by the Owner to be in his best interest.

CHANGE REQUEST/PROCEED ORDER

TO: **Miller Consulting Engineers**
9600 SW Oak Street, Suite 400
Portland, OR 97223

PROJECT NAME: STRUCTURAL ROOF AND LARGE-SPAN TRUSS REPAIR SERVICES

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

Section: _____ Paragraph: _____

Specified Item _____

Proposed Substitution: _____

Attach complete dimensional information and technical data, including laboratory tests, if applicable.

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

Submit with the request all necessary samples and substantiating data to provide equal quality, performance, and appearance to that which is specified. Clearly mark the manufacturer's literature to indicate equality in performance. Differences in the quality of materials and construction shall be indicated.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitutions do not affect the dimensions shown on drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The proposed substitution will have no effect on applicable codes.
6. The manufacturer's guarantee or warranties of the proposed product is equivalent to or exceeds that of the specified product.
7. The proposed substituted item will match all sizes, profiles, specifications, and colors of the item originally specified.

List of names and location of three similar projects on which the product was used, date of installation, and the Engineer's name and phone number.

Project No. 1: _____

Project No. 2: _____

Project No. 3: _____

CHANGE REQUEST/PROCEED ORDER

CERTIFICATION OF EQUAL

**PERFORMANCE AND
ASSUMPTION OF LIABILITY**

FOR EQUAL PERFORMANCE

UNDERSIGNED ATTESTS THAT

FUNCTION AND QUALITY ARE

EQUAL TO OR SUPERIOR TO SPECIFIED ITEMS.

Remarks: _____

Submitted By: _____

Signature: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Date : _____

FOR USE BY ENGINEER:

_____ Accepted _____ Accepted as Noted

_____ Not Accepted _____ Received Too Late

By: _____

Date: _____

The above signature must be by a person
having the authority to legally bind their firm
to the above terms.

END OF SECTION 01 25 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 RELATED SECTIONS

- A. Section 00 7000: General Conditions
- B. Section 00 7300: Supplementary Conditions
- C. Section 01 1000: Summary of Work
- D. Section 01 2973: Schedule of Values
- E. Section 01 3100: Electronic Management Procedures
- F. Section 01 7800: Contract Closeout

1.02 ANTICIPATED PAYMENT AMOUNTS

- A. To assist the Owner in establishing his Construction Financing and budget cash flows, the Contractor, prior to submitting his first Application for Payment, shall deliver to the Engineer a schedule of anticipated payment amounts to be requested with each subsequent application.

1.03 FORMAT AND DATA REQUIRED

- A. Submit itemized applications typed on AIA Document G702, Application and Certificate for Payment, together with Continuation Sheets AIA Document G703 or similar form approved by the Engineer.

1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in the required information.
 - 2. Fill in the summary of dollar values to agree with the respective totals indicated on Continuation Sheets.
 - 3. Execute certification with the signature of the responsible officer of the Contracting Firm.
- B. Continuation Sheets:
 - 1. Identify each major item of Work by number and title, matching those listed in the Table of Contents of this Project Manual.
 - 2. Fill in the scheduled Dollar Value for each Item.
 - 3. Fill in the Dollar Value in each Column for each scheduled Line Item when Work has been performed or Products stored.
 - 4. Round off Values to the nearest dollar.

5. List each Change Order executed prior to the date of submission at the end of the Continuation Sheets. Include Change Order Number and brief description.

1.05 SUBSTANTIATING DATA

- A. Submit, when requested by the Engineer, to justify Line Item amounts.

1.06 APPLICATION SCHEDULE

- A. Refer to the General Conditions for the schedule.

1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the Engineer at times stipulated.
B. Submit Application electronically.
C. When the Engineer finds the Application properly completed and correct, he will transmit the Certificate for Payment to the Owner, with a copy to the Contractor.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION 01 29 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on the Project, including, but not limited to, the following:
 - 1. Administrative and supervisory personnel.
 - 2. Project meetings.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 32 00 "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
 - 2. Division 1 Section 01 73 00 "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 1 Section 01 77 00 "Closeout Procedures" for coordinating Contract closeout.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, including different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on the installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where the availability of space is limited, coordinate the installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and a list of attendees at meetings.
 - 1. Prepare similar memoranda for the Owner and separate contractors if

coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in the performance of, but not actually incorporated into, the Work. Refer to other Sections for the disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

- A. Key Personnel Names: Within 15 days of Notice-to-Proceed, submit a list of key personnel assignments, including the superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including pager, cell, and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to the Project.

1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of the date and time of each meeting. Schedule meeting dates and times with the Owner and the Engineer.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: The Engineer will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, within three days of receiving them from the Engineer.
- B. Preconstruction Conference: Owner's Project Manager will schedule a preconstruction conference before starting construction, no later than 15 days after

execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Owner's Project Manager, the Engineer, and their consultants, as required; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following (see sample agenda at the end of Part 3):
 - a. Introduction of persons present.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long-lead items.
 - e. Designation of key personnel and their duties.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for requests for interpretations (RFIs).
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Communications.
 - l. Role of District's Project Manager.
 - m. Submittal procedures, including MSDS information.
 - n. Energy design requirements.
 - o. Preparation of Record Documents.
 - p. Use of the premises and existing building.
 - q. Work hours and restrictions.
 - r. Owner's occupancy requirements.
 - s. Responsibility for temporary facilities and controls.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. Safety and first aid.
 - y. Security.
 - z. Progress cleaning.
 3. Minutes: The Engineer will record and distribute meeting minutes.
 4. Statements made by the Contracting Agency's representative at the pre-construction conference are not binding upon the Contracting Agency unless confirmed by a Written Addendum.
- C. Preinstallation Conferences: When required by individual specification sections, conduct a preinstallation conference at the project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Engineer and Owner's Project Manager a minimum of four days prior to scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract documents.
 - b. Related requests for interpretations (RFIs).
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Submittals.
 - g. Possible conflicts.
 - h. Compatibility problems.
 - i. Time schedules.
 - j. Weather limitations.
 - k. Manufacturer's written recommendations.
 - l. Warranty requirements.
 - m. Compatibility of materials.
 - n. Acceptability of substrates.
 - o. Space and access limitations.
 - p. Regulations of authorities having jurisdiction.
 - q. Testing and inspecting requirements.
 - r. Installation procedures.
 - s. Coordination with other work.
 - t. Required performance results.
 - u. Protection of adjacent work.
 3. Contractor to record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Distribute minutes of the meeting to each party present and to parties who should have been present, within three working days.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at the earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with the preparation of payment requests.
1. Attendees: In addition to the Owner's Project Manager and the Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Requests for interpretations (RFIs).
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: The Engineer will record and distribute to the Contractor the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

PART 2 – PRODUCT

(Not Used)

PART 3 - EXECUTION

(Not Used)

PRECONSTRUCTION CONFERENCE AGENDA (SAMPLE)

(Date)

AGENDA

1. Introduction of Persons Present

District
Consultants
Contractor (including job foreman)
Subcontractors

2. Availability of Contract Documents

3. Building Permit Status

Plan Check and Building Permit paid by District
Pick up Permit at Springfield Building Department by Contractor
Location of Site Stored Approved Contract Documents
Utility Permits
LRAPA Permit

4. Prevailing Wage Requirements

Submittal schedule
Conformance with requirements

5. Communications

Notification of problems

6. Role of District's representative

Limits of authority
Visitation schedules

7. Work Description and Schedule

General work description
Proposed start date: _____
Proposed completion date: _____
Proposed project schedule and phasing
Progress schedule updates
Methods to be employed to maintain schedule
Work requiring Shop Drawings or submittals shall not commence until review is complete.

8. Submittals Required per Contract Documents

MSDS Information
Written proof of Asbestos Worker Certification (if applicable)
Name, Experience, and Qualifications of Asbestos Supervisor (if applicable)
Copy of Contractor's Asbestos Abatement License (if applicable)
Other information as required by Section 01 31 00.
Schedule of values
List of subcontractors, including name of contact person, telephone number, and address

9. Construction

- Working hours
- Use of premises/set up locations
- Protection of existing facilities
- Traffic and protection
- Excavation and clean-up
- Weather restrictions
- Deviation from details and/or specifications

10. Correction of Defects

- Daily and/or as observed

11. Weekly On-Site Progress Meetings

- Establish day and time: Day _____ Time _____
- Provide updated project schedules
- Discuss project progress, problems, etc.
- Review applications for payment
- Required attendance
- Observation report distribution

12. Change Order Requests and Change Order Procedures

- Written Change Order requests required
- Supporting back-up will be required for all Change Orders
- Mark-up limitations on Change Orders
- Contractor - 15 percent
- Subcontractors - 10 percent
- Progressive requests and Change Orders
- Processing time required

13. Applications for Payment

- Use AIA documents G702 and G703 latest edition
- Provide 5 signed and notarized copies
- Wage certifications to be attached

14. Safety and Emergency Procedures

15. Clean-up Daily

- Project completion

16. Project Closeout

- Inspections for
 - Air Clearance
 - AHERA Close Out Requirements
- Substantial completion
 - Contractor provided list of items to be completed
 - Inspection with job foreman
- Final Acceptance
 - Written notice from Contractor that all work is done and ready for inspection
 - Inspection with job foreman
- Responsibility for cost of additional inspections
- Submittals for Closeout
 - Final application for payment
 - Final set of wage certifications
 - Release of liens from all Subcontractors and general Contractor

17. Tour of Project Sites to Examine and Document Existing Conditions

18. Additional Comments

The undersigned acknowledges that the items listed above were discussed during this preconstruction conference and are fully understood.

Date:

A/E Firm:

Contractor:

Subcontractors:

END OF SECTION 01 31 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 29 00 "Payment Procedures" for submitting the Schedule of Values.
 - 2. Division 1 Section 01 31 00 "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 3. Division 1 Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.
 - 4. Division 1 Section 01 40 00 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 SUBMITTALS

- A. Submittals Schedule: Submit three copies of the schedule. Arrange the following information in a tabular format.
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for the Engineer's final release or approval.
- B. Contractor's Construction Schedule: Submit two opaque copies of the initial schedule, large enough to show the entire schedule for the entire construction period.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with

the performance of construction activities and with the scheduling and reporting of separate contractors.

- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by the construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: List those required to maintain the orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend the schedule from the date established for the Notice to Proceed to the date of Final Completion.
- B. Activities: Treat each floor or separate area as a separately numbered activity for each principal element of the Work
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in the schedule, and show how the sequence of the Work is affected.
- D. Products Ordered in Advance: Include a separate activity for each product. Include the delivery date indicated in Division 1 Section 01 11 00 "Summary of Work." Delivery dates indicated stipulate the earliest possible delivery date.
- E. Owner-Furnished Products: Include a separate activity for each product. Include the delivery date indicated in Division 1 Section 01 11 00 "Summary of Work." Delivery dates indicated stipulate the earliest possible delivery date.
- F. Milestones: Include milestones indicated in the Contract Documents in the

schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

- G. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show the dollar volume of the Work performed as of the dates used for preparation of payment requests.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit a preliminary horizontal bar-chart-type construction schedule within 10 days of the date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify the first workday of each week with a continuous vertical line.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update the schedule to reflect actual construction progress and activities. Issue the schedule one week before each regularly scheduled progress meeting.
 - 1. Revise the schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with an updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of the approved schedule to the Engineer and Owner's Project Manager, separate contractors, testing and inspecting agencies, and other parties identified by the Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post them in the same locations. Delete parties from the distribution when they have completed their assigned portion of the Work and are no longer involved in the performance of construction activities.

END OF SECTION 01 32 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.6 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.6 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, Information Submittals, Delegated Design, and other submittals.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 1 Section 01 31 00 "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 1 Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 1 Section 01 40 00 "Quality Requirements" for submitting test and inspection reports and for mockup requirements, if any.
 - 5. Division 1 Section 01 77 00 "Closeout Procedures" for submitting warranties.
 - 6. Division 1 Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 7. Division 1 Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 8. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

1.6 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires the Engineer's responsive action.
- B. Informational Submittals: Written information that does not require the Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.6 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with

performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of the need to review submittals concurrently for coordination.
- B. Submittals Schedule: Comply with requirements in Division 1 Section 01 32 00 "Construction Progress Documentation" for the list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on the Engineer's receipt of the submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The Engineer will advise the Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If an intermediate submittal is necessary, process it in the same manner as the initial submittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate the name of the firm or entity that prepared each submittal on the label or title block.
 2. Provide a space approximately 6 by 8 inches on the label or beside the title block to record the Contractor's review and approval markings and action taken by the Engineer.
- E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. The Engineer will return submittals, without review, if received from sources other than the Contractor without prior consent.
1. Transmittal Form: Provide locations on the form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.

- h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Submittal and transmittal distribution record.
 - k. Remarks.
 - l. Signature of transmitter.
- G. Resubmittals: Make resubmittals in the same form and number of copies as the initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note the date and content of revision in the label or title block and clearly indicate the extent of revision.
 - 3. Resubmit submittals until they are marked "Reviewed - No Comment" or "Reviewed - See Comments".
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals with a mark indicating "Reviewed - No Comment" or "Reviewed - See Comments" taken by the Engineer.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Compliance with specified referenced standards.
 - j. Testing by a recognized testing agency.
 - k. Application of testing agency labels and seals.

- l. Notation of coordination requirements.
 - m. MSDS information, where applicable.
 4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit the number required by the Contractor plus four (4) copies of Product Data, unless otherwise indicated. The Engineer will return two copies to the contractor and one to the owner. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - d. Schedules.
 - e. Design calculations.
 - f. Compliance with specified standards.
 - g. Notation of coordination requirements.
 - h. Notation of dimensions established by field measurement.
 - i. Relationship to adjoining construction clearly indicated.
 - j. Seal and signature of professional engineer if specified.
 1. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 2. Number of Copies: Submit four opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit five copies where copies are required for operation and maintenance manuals. The Engineer will retain two copies, including one for the Owner's Project Manager; the remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
- B. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 1. Transmit Samples that contain multiple, related components, such as accessories, together in one submittal package.
 2. Identification: Attach a label on the unexposed side of the samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.

- c. Sample source.
 - d. Number and title of appropriate Specification Section.
- 3. Disposition: Maintain sets of approved Samples at the project site, available for quality- control comparisons throughout the course of construction activity. Sample sets may be used to determine the final acceptance of the construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at the time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - c. Number of Samples: Submit three sets of Samples. The Engineer will retain two Sample sets; the remainder will be returned.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. The Engineer will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes the signature of the entity responsible for preparing the certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section 01 40 00 "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 1 Section 01 31 00 "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section 01 32 00 "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates the capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Installer Certificates: Prepare written statements on the manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by the manufacturer for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on the manufacturer's letterhead certifying that the manufacturer complies with the requirements in the

Contract Documents. Include evidence of manufacturing experience where required.

- G. Material Certificates: Prepare written statements on the manufacturer's letterhead certifying that the material complies with the requirements in the Contract Documents.
- H. Product Test Reports: Prepare written reports indicating current product produced by the manufacturer complies with the requirements in the Contract Documents. Base reports on evaluation of tests performed by the manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- I. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section 01 40 00 "Quality Requirements."
- J. Field Test Reports: Prepare reports written by a qualified testing agency, on the testing agency's standard form, indicating and interpreting results of field tests performed either during installation of the product or after the product is installed in its final location, for compliance with requirements in the Contract Documents.
- K. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section 01 78 23 "Operation and Maintenance Data."
- L. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, a list of applicable codes and regulations, and calculations. Include a list of assumptions and other performance and design criteria, and a summary of loads. Include load diagrams if applicable. Provide the name and version of software, if any, used for calculations. Include page numbers.
- M. Manufacturer's Instructions: Prepare written or published information that documents the manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include the name of the product and the name, address, and telephone number of the manufacturer.
- N. Insurance Certificates and Bonds: Prepare written information indicating the current status of insurance or bonding coverage. Include the name of the entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and the term of the coverage.
- O. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to the Engineer.

2.2 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to the Contractor to be designed or certified by a design professional.

Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include a list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with the approval stamp before submitting to the Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: The Engineer will not review submittals that do not bear the contractor's approval stamp and will return them without action.
- B. Action Submittals: The Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. The Engineer will stamp each submittal with an action stamp and will mark the stamp appropriately to indicate action taken, as follows:
 - 1. Reviewed - No Comment.
 - 2. Reviewed - See Comments.
 - 3. Revise and Resubmit.
- C. Informational Submittals: The Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. The Engineer will forward each submittal to the appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services may be required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover the production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and control services required by the Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 01 Section 01 32 00 "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, the indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Engineer for a decision before proceeding.

1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in the "Quality Assurance" Article, to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples, tests, or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at the time of sample taking, testing, and inspecting.
 - 11. Comments or professional opinion on whether the tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspection.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 - 2. Payment for these services will be made by the Owner.
 - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to the Owner are the Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - 2. Notify testing agencies at least 24 hours in advance of the time when Work that requires testing or inspecting will be performed.

3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting, as requested by the Contractor and not required by the Contract Documents, are the Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section 01 33 00 "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with the Engineer and the Contractor in the performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify the Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections, and state in each report whether the tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of the Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit the assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist the agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by the testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at the project site.

- G. Coordination: Coordinate the sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid the necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.6 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction, as the responsibility of the Owner, described as follows:
None.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to the Engineer.
 - 4. Identification of the testing agency or special inspector conducting the test or inspection.
- B. Maintain a log at the project site. Post changes and modifications as they occur. Provide access to the test and inspection log for the Engineer's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

3.3 SCHEDULE OF QUALITY CONTROL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction, as the responsibility of Owner, described as follows:

1. Inspection of Welding in accordance with AWS Structural Welding Code, Section 6, and as follows:
 - a. Special inspection in accordance with OSSC Section 1704.3.1.
 - b. And the following, as they may be deemed necessary and specially ordered:
 - 1) Liquid Penetrant inspection in accordance with ASTM E-165, Procedure B.
 - 2) Magnetic Particle inspection in accordance with ASTM E-109.
 - 3) Radiographic inspection in accordance with Appendix B. Ultrasonic inspection in accordance with Appendix C.
2. Adhesive Anchors:
 - a. Provide inspection services during the installation of adhesive anchors. Verify hole size and depth, cleanliness, adhesive type and proper mixing, and fastener size and material grade.
 - b. Installation to be in accordance with the manufacturer's published information and ICBO Report.

END OF SECTION 01 40 00

TEMPORARY FACILITIES AND CONTROL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 01 Section 01 11 00 "Summary of Work" for limitations on utility interruptions and other work restrictions.
 - 2. Division 01 Section 01 33 00 "Submittal Procedures" for procedures for submitting copies of the implementation and termination schedule and utility reports.
 - 3. Division 01 Section 01 77 00 "Execution Requirements" for progress cleaning requirements.
 - 4. Divisions 02 through 49 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by the Engineer, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, the Engineer, testing agencies, and authorities having jurisdiction.

1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume

responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 6-feet high. See Drawings.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate the needs of construction personnel. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents, including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish the room with a conference table, chairs, and a 4-foot square tack board.
 - 3. Drinking water and a private toilet.
 - 4. Coffee machine and supplies.
 - 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 - 6. Lighting fixtures capable of maintaining an average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from the building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL-rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Heating Equipment: Unless Owner authorizes use of a permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for the type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with the performance of the Work. Relocate and modify facilities as required by the progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with the utility company, Owner, and existing users for the time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to the municipal system as directed by authorities having jurisdiction.
- C. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to the condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for the use of construction personnel. Comply with authorities having jurisdiction for the type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize energy consumption.
- G. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- H. Electric Power Service: Provide electric power service and a distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Connect the temporary service to the Owner's existing power source, as directed by the Owner.
- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating the entire system.
 2. Install lighting for the project identification sign.
- J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install two telephone lines for each field office.
1. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Engineers' offices.
 - e. Owner's office.
 - f. Principal subcontractors' field and home offices.
 2. Provide the superintendent with a cellular telephone or portable two-way radio for use when away from the field office.
- 3.3 SUPPORT FACILITIES INSTALLATION
- A. General: Comply with the following:
1. Provide incombustible construction for offices, shops, and sheds located within the construction area or within 30 feet of building lines. Comply with NFPA 241.
 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated on Drawings.
1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Arrange for temporary parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain the project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding the Project or adjoining properties nor endanger permanent Work or temporary facilities.

- F. Project Identification and Temporary Signs: Provide Project identification and other signs as indicated on Drawings. Install signs where indicated to inform the public and individuals seeking entrance to the Project. Unauthorized signs are not permitted.
 - 1. Provide temporary, directional signs for construction personnel and visitors.
 - 2. Maintain and touch up signs so they are legible at all times.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with the requirements of authorities having jurisdiction. Comply with Division 01 Section 01 77 00 "Execution Requirements" for progress cleaning requirements.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 01 Section 01 11 00 "Summary of Work."
- B. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 2 Section "Site Clearing", and requirements of the authority having jurisdiction.
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Comply with requirements specified in Division 02 Section "Tree Protection and Trimming."
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Site Enclosure Fence: Before construction operations begin, furnish and install the site enclosure fence in a manner that will prevent people and animals from easily entering the site except by the entrance gates.
 - 1. Extent of Fence: As required to enclose the portion of the Project site determined sufficient to accommodate construction operations.
 - 2. Maintain security by limiting the number of keys and restricting distribution to authorized personnel. Provide the Owner with one set of keys.
- G. Security Enclosure and Lockup: Install a substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
 - I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide a temporary weathertight enclosure for the building exterior.
 - 1. Where heating or cooling is needed, and a permanent enclosure is not complete, insulate temporary enclosures.
 - J. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
 - 1. Construct dustproof partitions with gypsum wallboard with joints taped on the occupied side, and fire-retardant plywood on the construction operations side.
 - 2. Insulate partitions to provide noise protection to occupied areas.
 - 3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
 - 4. Protect air-handling equipment.
 - 5. Weather strip openings.
 - 6. Provide walk-off mats at each entrance through a temporary partition.
 - K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to the requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and protection program for personnel at Project site. Review needs with the local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.
- 3.5 OPERATION, TERMINATION, AND REMOVAL
- A. Supervision: Enforce strict discipline in the use of temporary facilities. To minimize waste and abuse, limit the availability of temporary facilities to essential and intended uses.
 - B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve the indicated results and to avoid the possibility of damage.
 - C. Termination and Removal: Remove each temporary facility when the need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no

later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with a temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION 01 50 00

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. General installation of products.
 - 3. Coordination of Owner-installed products.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section 01 31 00 "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 01 Section 01 33 00 "Submittal Procedures" for submitting surveys.
 - 3. Division 01 Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Landfill Receipts: Submit a copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and

construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping, and underground electrical services.
 2. Furnish location data for work related to the Project that must be performed by public utilities serving the Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to the performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 5. Proceed with installation only after unsatisfactory conditions have been corrected.
PROCEEDING WITH THE WORK INDICATES ACCEPTANCE OF SURFACES AND CONDITIONS.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to the local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit with other construction, verify the dimensions of other construction by field measurements before fabrication. Coordinate the fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to the Engineer. Include a detailed description of the problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify the Engineer and the Owner's Project Manager promptly.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of seven feet in spaces without a suspended ceiling.
- B. Comply with the manufacturer's written instructions and recommendations for installing products in applications indicated. Bring any conflicts to the Engineer for review.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with the indicated requirements.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by the Engineer.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to the Project site in time for installation.

- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints where possible. Obtain the Engineer and Owner's Project Manager approval for all questionable conditions.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to the Project site for the Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust the construction schedule based on a mutually agreeable timetable. Notify Owner if changes to the schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

3.6 PROGRESS CLEANING

- A. General: Clean the Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of them legally, according to applicable regulations.
- B. Site: Maintain the Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for safety and proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to the written instructions of the manufacturer or fabricator of the product installed, using only cleaning

materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property, and that will not damage exposed surfaces.

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

3.7 STARTING AND ADJUSTING

- A. Start the equipment and operating components to confirm proper operation. Remove malfunctioning units, replace them with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section 01 40 00 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure the installed Work is without damage or deterioration at the time of Substantial Completion.
- B. Comply with the manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up

with matching materials, and properly adjusting operating equipment.

- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 01 Section 02 41 19 "Selective Demolition" for demolition of selected portions of the building.
 - 2. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a written request describing procedures before the time cutting and patching will be performed, requesting approval to proceed, for cutting or alteration that affects:
 - 1. Structural integrity of any element of the Project.
 - 2. Integrity of weather-exposed or moisture-resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of site-exposed elements.
 - 5. Work of Owner or separate contractor.
- B. Include the following information:
 - 1. Identification of Project and CIP number
 - 2. Location and description of the affected Work.
 - 3. Necessity for cutting or alteration.
 - 4. Description of proposed Work and Products to be used.
 - 5. Alternatives to cutting and patching.
 - 6. Effect on work of Owner or separate contractor.
 - 7. Written permission of the affected separate contractor, if any.

8. Date and time work will be executed.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
 1. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 2. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- B. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.

In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched, and conditions under which cutting and patching are to be performed.
 1. Compatibility: Before patching, verify compatibility with and suitability of substrates,

including compatibility with in-place finishes or primers.

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with the use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for the installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with the original Installer; comply with the original Installer's written recommendations.
 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of the pipe or conduit to prevent the entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations

following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate the integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply the final paint coat over the entire unbroken surface containing the patch. Provide additional coats until the patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores the enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 29 00 "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 1 Section 01 73 00 "Execution Requirements" for progress cleaning of Project site.
 - 3. Division 1 Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 1 Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting an inspection for determining the date of Substantial Completion, complete the following. List items below that are incomplete in the request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to the location designated by the Owner. Label with manufacturer's name and model number where applicable.

7. Make final changeover of permanent locks and deliver keys to Owner. Advise the Owner's personnel of the changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from the Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touch-up painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of the request, the Engineer and the Owner's Project Manager will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by the Engineer, that must be completed or corrected before the certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining the date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit a certified copy of the Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by the Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit the following completed forms, items, and documents:
 - a. AIA Document G706 Contractor's Affidavit of Payment of Debts and Claims.
 - b. AIA Document G706A Contractor's Affidavit of Release of Liens.
 - c. AIA Document G707 Consent of Surety Company to Final Payment.
 - d. Operation and Maintenance Manuals
 - e. Warranties and Bonds. Submit original documents, including Contractor's General Warranty,
 - f. Record Documents.

- g. Keys.
 - h. Testing and Start-Up records.
 - i. Affidavit of Prevailing Wages paid.
 -
 - j. Complete list of Contractor and all Subcontractors with address, phone numbers, and work
 - k. Asbestos-Containing Materials Statement (Form 01100B).
 - l. Proof of final acceptance and compliance from governing authorities having jurisdiction.
- 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, the Engineer and Owner's Project Manager will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before the certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Cost of additional re-inspections by the Engineer and the Owner's Project manager will be deducted from the Final Payment to the Contractor.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of the Engineer for designated portions of the Work where commencement of warranties other than the date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 10 days of completion of designated portions of the Work that are completed and occupied or used by Owner during the construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in an average commercial building cleaning and maintenance program. Comply with the manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or for a portion of the Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to the building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing the natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

- Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored, or that already show evidence of repair or restoration.
- 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint, and mortar droppings, and other foreign substances.
- n. Replace parts subject to unusual operating conditions.
- o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- q. Clean ducts, blowers, and coils if units were operated without filters during construction.
- r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- s. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the project site and dispose of them lawfully.

END OF SECTION 01 77 00

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Maintenance manuals for the care and maintenance of products, materials, finishes, systems, and equipment.
- B. Related Sections include the following:
 - 1. Division 01 Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Division 01 Section 01 77 00 "Closeout Procedures" for submitting operation and maintenance manuals.
 - 3. Division 01 Section 01 78 39 "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 working days before requesting inspection for Final Completion. Include a complete operation and maintenance directory. The Engineer will return one copy of the draft and mark whether the general scope and content of the manual are acceptable.
- B. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. The Engineer will return the copy with comments within 15 days after the final inspection.

1. Correct or modify each manual to comply with the Engineer's comments. Submit 3 copies of each corrected manual within 15 days of receipt of the Engineer's comments.

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives, and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. List of all subcontractors and material suppliers, including names, addresses, and phone numbers.
 5. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of the system, list alphabetically in a separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with the same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name, address, and telephone number of Contractor.
 6. Name and address of the Engineer.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in the manual, identified by product name, indexed to the content of the volume, and cross-referenced to the Specification Section number in the Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include a comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with a clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for the proper operation or maintenance of equipment or systems.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include a Table of Contents for each volume with a list of products and major components of equipment included in the section on the face of each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software media for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to the same size as text pages and use them as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in the rear of the manual. At appropriate locations in the manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. None required.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements, including inspection and renewal dates.

- B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with the serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

- C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for

2.5 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize the manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in the manual, identified by product name and arranged to match the manual's table of contents. For each product, list name, address, and telephone number of the installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to the product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
 - 6. Contact information.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect the validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in the manual, identified by product name and arranged to match the manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference the Specification Section number and title in

- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation, including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, a list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect the validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a directory that provides an organized reference to operation and maintenance manuals.
- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by the Owner's operating personnel.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to the product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data includes more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for the proper operation and maintenance of equipment or systems.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 2. Comply with requirements of newly prepared Record Drawings in Division 01 Section 01 78 39 "Project Record Documents."
- E. Comply with Division 01 Section 01 77 00 "Closeout Procedures" for the schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 01 Section 01 77 00 "Closeout Procedures" for general closeout procedures.
 - 2. Division 01 Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 49, Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Final Submittal: Submit one set of marked-up Record Prints (not "Job Shack" set).
- B. Record Specifications: Submit one copy of the Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where the installation varies from that shown originally. Require the individual or entity who obtained record data, whether the individual or entity is an Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to the routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order.
 - k. Changes made following the Engineer's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show a cross-reference on the Contract Drawings.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 5. Mark important additional information that was either shown schematically or omitted from the original Drawings.
 6. Note Alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD

DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark the end cap of each container with identification. If the container does not include a complete set, identify the Drawings included.
3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of the Engineer and Owner's Project Manager.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of the manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in the Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to the Project site and changes in the manufacturer's written instructions for installation.
 3. Note related Change Orders where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of the Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for the Engineer's and the Owner's Project Managers' reference during normal working hours.

END OF SECTION 01 78 39