

September 28, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Public Improvement Contract with Creative Contracting, Inc. for the Haven House Building and Roof Improvements Project. Contract value is \$467,090 for 5 months. Funding is through Federal Community Development Block Grant Funds. No County General Funds are involved.

Previous Board Action/Review	<ul style="list-style-type: none"> • March 14, 2023, Drafted Action Plan posted to public for comments • May 2, 2023 Issues Meeting • May 4, 2023: Board approval of FY2023 CDBG Action Plan and Proposed Projects. • September 26, Briefed at issues. 		
Performance Clackamas	Increase self-sufficiency for our clients. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Mark Sirois	Contact Phone	503-351-7240

EXECUTIVE SUMMARY: The Housing & Community Development Division of the Health, Housing and Human Services Department requests the approval of the Public Improvement Agreement with Creative Contracting, Inc., for building and roof improvements to a county-owned, transitional housing facility operated by a local non-profit that serves houseless residents exiting incarceration with Clackamas County Community Corrections.

The current facility has been vacated due to a leaking roof, and program participants have been housed offsite temporarily until the repair work is completed. After multiple bid postings, Creative Contracting, Inc. was the lowest bid and awarded the construction contract through an RFP process. This Agreement addresses the construction budget, materials, and responsibilities to ensure that the project is completed by the deadlines dictated. These building and roof improvements will ensure that Oregon Health Authority (OHA) compliance is met regarding health standards for persons living on the property.

Project Funding:
Community Development Block Grant Funds of
\$467,090: CDBG Funds

\$467,090 Total construction costs

RECOMMENDATION: Staff recommends BCC approval of the Public Improvement Agreement.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health, Housing & Human Services

For Filing Use Only



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
H3S Contract #11294

This Public Improvement Contract (the “Contract”), is made by and between the Clackamas County, a political subdivision of the State of Oregon (“Owner”), and Creative Contracting Inc., (the “Contractor”), both collectively the “Parties”. This Contract shall become effective on the date this Contract has been signed by all the Parties and shall expire upon completion the completion of all obligations under the terms of this Contract unless terminated earlier by the Parties.

All capitalized terms in this Contract shall have the meanings identified in the Clackamas County General Conditions for Public Improvement Contracts (10/13/2021) (“General Conditions”) referenced within the Instructions to Bidders.

Project Name: Haven House Roof Pitch Project
Project Address: 15170 SE River Road, Milwaukie, Oregon 97267

1. Contract Price, Contract Documents and Work.

The Contractor hereby agrees to perform all Work described in, and reasonably inferred from, the Contract Documents. In consideration of the Contractor performing the Work in accordance with the terms of the Contract, the Owner agrees to pay the Contractor the sum of Four Hundred Sixty-Seven Thousand Seven Hundred and Ninety Dollars (\$467,790.00) (the "Contract Price"). Payment will be made in accordance with the terms and conditions provided in the Contract Documents. The Contract Price is the amount contemplated by the Base Bid Schedule, as indicated in the accepted Bid.

The following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addenda 1 - 3

2. Representatives.

Contractor has named Willy Coomes as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Steve Kelly, Project Coordinator, as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner’s Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor’s personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide

a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Willy Coomes shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Amy Whitlock shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: Willy Coomes shall be the Contractor's on-site job superintendent throughout the project term.

Project Engineer: Cliff de Hoog shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

The Contractor agrees to complete the Work in accordance with the following key dates:

COMMENCEMENT DATE: (tentative) **September 25, 2023**, Upon Issuance of Notice to Proceed

SUBSTANTIAL COMPLETION DATE: (tentative) **December 9, 2023**

FINAL COMPLETION DATE: (tentative) **December 24, 2023**

CONTRACT CLOSE OUT DATE: (tentative) **February 29, 2024**

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions [and item x of Supplemental General Conditions], Contractor shall furnish proof of the required insurance naming Clackamas County – Health, Housing & Human Services Department as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to acouncil@clackamas.us.

6. Liquidated Damages

The Owner and the Contractor acknowledge and agree that if the Contractor fails to reach Substantial Completion of the entire Work by the Substantial Completion Date identified in Section 4 above, the Owner will suffer damages, which are both extremely difficult and impracticable to ascertain, and on that basis agree to the assessment by Owner of liquidated damages as provided in this Section. These damages may include, but are not limited to, use of the Project, costs associated with Contract administration, and use of temporary facilities. The liquidated damages amount is not a penalty, but a reasonable estimate of the amount of losses the Owner will suffer. The Owner may deduct such liquidated damages as are payable under this Section from money due or to become due to the Contractor or, at its election, pursue any other legal remedy to collect such liquidated damages from the Contractor and/or its Surety.

If the Contractor fails to achieve Substantial Completion of the entire Work by the Substantial Completion Date identified in Section 4, the Contractor shall pay the Owner as liquidated damages:

6.1. \$750.00 per Calendar day past the Substantial Completion date.

Payment of liquidated damages shall not release Contractor from its obligation with respect to the complete performance of the Work, nor shall the payment of liquidated damages constitute a waiver of Owner's right

to collect any additional damages that it may sustain by failure of Contractor to fully perform the Work, as it is the intent of the parties that the liquidated damages are a full and complete payment only for failure of Contractor to complete the Work on time. Owner expressly reserves the right to make claims for any and all other damages that Owner may incur due to contractor's failure to perform in strict accordance with this Contract.

7. Tax Compliance.

The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

8. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

9. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

10. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

11. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

12. Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

13. Compliance with Applicable Funding Source Requirements. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

In witness whereof, Owner executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:
Creative Contracting Inc.
25027 Hwy. 224
Boring, OR 97009

Contractor must complete each item:
Contractor CCB # 148503 Expiration Date: 7/27/2024
Oregon Business Registry # 032392-90 Entity Type: DBC State of Formation: Oregon

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Creative Contracting Inc.

Clackamas County



Authorized Signature 8/28/2023
Date


Name / Title Printed

Tootie Smith Date

APPROVED AS TO FORM



County Counsel 09/05/2023
Date

CONSTRUCTION PROJECT MANUAL

for

Haven House Roof Pitch Project (Milwaukie, Oregon)

June 29, 2023



FEDERALLY FUNDED

by

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

through

**CLACKAMAS COUNTY
DEPARTMENT OF HEALTH, HOUSING and HUMAN SERVICES
COMMUNITY DEVELOPMENT DIVISION
2051 Kaen Road, Suite 245, Oregon City, OR
(503) 655-8591**



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

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CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

INSTRUCTIONS TO BIDDERS

Clackamas County Local Contract Review Board Rules (“LCRB Rules”) govern this procurement process. LCRB Rules may be found at: <http://www.clackamas.us/code/documents/appendixc.pdf>. The Instructions to Bidders is applicable to the procurement process for Clackamas County, or any component unit thereof identified on the Notice of Public Improvement Contract Opportunity, herein after referred to as the “Owner.”

Article 1. Scope of Work

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, Clackamas County General Conditions for Public Improvement Contracts (1/1/2017), Supplemental General Conditions, and Plans, Specifications and Drawings.

Article 2. Examination of Site and Conditions

Before making a Bid, the Bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The Bidder shall also make a careful examination of the Project Manual including the plans, specifications, and drawings and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these steps will not release the successful Bidder from entering into the contract nor excuse the Bidder from performing the work in strict accordance with the terms of the contract at the price established by the Bid.

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such Bidder's failure

to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications

If any Bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such Bidder may submit to the Engineer (read "Architect" throughout in lieu of Engineer as appropriate) a written request for an interpretation thereof at least ten (10) calendar days prior to the date set for the Bid Closing.

When a prospective Bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Engineer in the Project Manual, the Bidder may submit to the Engineer a written request for approval of such substitute at least ten (10) calendar days prior to the date set for the Bid Closing. The prospective Bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Engineer may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a manufacturer by name and referring to a brand or product designation or by specifying a kind of

material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

When the Engineer approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

Article 4. Security to Be Furnished by Each Bidder

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

Article 5. Execution of Bid Bond

Should the Bidder elect to utilize a Bid bond as described in Article 4 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

- A. Bid bonds must be executed on the County forms, which will be provided to all prospective Bidders by the Owner.
- B. The Bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. The corporation seal should then be affixed to the bond.
- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

Article 6. Execution of the Bid Form

Each Bid shall be made in accordance with: (i) the sample Bid Form accompanying these instructions; (ii) the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; (iii) numbers pertaining to base Bids shall be stated both in writing and in figures; and (iv) the Bidder's address shall be typed or printed.

The Bid Form relates to Bids on a specific Project Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the Bid. Each Bidder shall Bid upon the work exactly as specified and provided in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the Contract. The Bidder shall Bid upon all alternates that may be indicated on the Bid Form. When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates are shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

Article 7. Prohibition of Alterations to Bid

Bids that are incomplete, or contain ambiguities or have differing conditions required by the Bidder, including requested changes or exceptions to the Public Improvement Contract form or other portions of the Project Manual, may be rejected in Owner's sole and absolute discretion.

Article 8. Submission of Bid

Each Bid shall be sealed in an envelope, properly addressed to the Owner, showing on the outside of the envelope the name of the Bidder and the name of the project. Bids will be received at the time and place stated in the Notice of Public Improvement Contract Opportunity.

Article 9. Bid Closing and Opening of Bids

All Bids must be received by the Owner at the place and time set for the Bid Closing. Any Bids received after the scheduled Bid Closing time for receipt of Bids will be rejected.

At the time of opening and reading of Bids, each Bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Bids.

Generally, Bid results will be posted to the OregonBuys Website within a couple hours of the opening.

Article 10. Acceptance or Rejection of Bids by Owner

Unless all Bids are rejected, the Owner will award a contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the contract, it will be awarded to the next lowest responsible Bidder or Bidders in succession.

The Owner reserves the right to reject all Bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

The Owner reserves the right to hold the Bid and Bid security of the three lowest Bidders for a period of thirty (30) calendar days from and after the time of Bid opening pending award of the contract. Following award of the contract the Bid security of the three lowest Bidders may be held twenty (20) calendar days pending execution of the contract. All other Bids will be rejected and Bid security will be returned.

In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all authorized base Bids as well as alternates or combinations indicated in the Bid Form.

If no Bid has been accepted within thirty (30) calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted and request the return of the Bid security.

Article 11. Withdrawal of Bid

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the submission of another Bid by such Bidder prior to the time set for the Bid Closing.

After the time set for the Bid Closing, no Bidder will

be permitted to withdraw its Bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

Article 12. Execution of Contract, Performance Bond and Payment Bond

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after the completion of the award protest period. The Bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within seven (7) calendar days after receipt of the contract forms. The contract forms shall be delivered to the Owner in the number called for and to the location as instructed by the Owner.

Article 13. Recyclable Products

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

Article 14. Clarification or Protest of the Solicitation Document or Specifications

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in the applicable section of the LCRB Rules to the Procurement Representative referenced in the Notice of Public Improvement Contract Opportunity.

A protest of the Solicitation Document must be received within seven (7) business days of the issuance of the Bid or within three (3) business days of issuance of an addendum.

Requests for clarification may be submitted no less than five (5) business days prior to the Bid Closing Date.

Article 15. Protest of Intent to Award

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to

Award on the OregonBuys Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

Article 16. Disclosure of First-Tier Subcontractors

Within two (2) working hours after the Bid Closing, all Bidders shall submit to the County a disclosure form identifying any first-tier subcontractors (those entities that would be contracting directly with the prime contractor) that will be furnishing labor and materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) Five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000, regardless of the percentage of the total contract price.

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to procurement@clackamas.us.

Article 17. Federal, State and Local Provisions

This project is financed through Federal funds from Clackamas County Health, Housing and Human, Community Development Division. Bidders' attention is particularly directed to the following contract provisions:

17.1 Federal Labor Standards (Davis-Bacon) Prevailing Wage Rates (Is applicable for this project.) The Successful Bidder will be required to comply with Federal Labor Standards Provisions, pay laborers and mechanics not less than the Federal Davis-Bacon prevailing wage rates as determined by the Secretary of Labor, and require his/her subcontractors to comply with these provisions under Davis-Bacon Act, as amended (40 U.S.C. 276a). General Contractor and Subcontractors are required to pay the higher wage classification for workers between BOLI and Davis-Bacon.

17.2 State of Oregon (Bureau of Labor and Industries) Wage Rates (Is applicable for this

project.) The Successful Bidder will be required on various work classifications to comply with State of Oregon Wage Rates. The Successful Bidder will have to compare the Federal (Davis-Bacon) to the State (BOLI) wage rates and pay the higher of the two wage decisions. Public work contracts are subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 276a), no bid will be received or considered by the public contracting agency unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 276a are to be complied with. This is mandated by the Secretary of Labor and the Bureau of Labor and Industries effective as of January 1, 2006. Subcontractors are to comply with these provisions.

17.3 Debarment and Oregon State Licensing Requirements, Local Contract Review Board (LCRB) Rules

The Bidder shall not propose or contract with any subcontractor or other person or organization included in the Debarred, Suspended, and Ineligible Contractors list(s). Furthermore, the Bidder shall not be listed on the State of Oregon Debarred Contractors list, and must be registered on the State of Oregon Construction Contractors Board and possess a current license number.

17.4 Equal Employment Opportunity (General Conditions, Paragraph 15.10)

The Successful Bidder will be required to comply with the provisions as stated in the General Conditions - Abbreviated Construction Contract.

17.5 Federal HUD Section 3 Requirements

The successful Bidder will be required to comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 as amended (herein referred to as Section 3 requirements). Such provisions require that economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be given to low income residents of the metropolitan area in which the project is located and to businesses that provide economic opportunities for these persons.

Contracts exceeding \$200,000 are considered “Section 3 covered contracts.” Bids exceeding \$200,000 must include an indication of whether or not the firm submitting the bid is a “Section 3 business concern.”

A Section 3 business concern is defined by HUD regulations as a business concern:

- (1) That is 51 percent or more owned by Section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents or, within three years of the date of first employment with the business concern, were Section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.

A Section 3 resident means:

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area in which the Section 3 covered assistance is expended, and who is a low-income person or a very low-income person. For purposes of this project residents of the Portland/Vancouver metropolitan area who are members of families meeting the following income limits are considered low or very low income persons.

HUD 2023 Income Limits- Portland-Vancouver-Hillsboro OR-WA Area		
Household Size	Very Low Income	Low Income
1 Person	\$39,500	\$63,150
2 Person	\$45,150	\$72,200
3 Person	\$50,800	\$81,200
4 Person	\$56,400	\$90,200
5 Person	\$60,950	\$97,450
6 Person	\$65,450	\$104,650
7 person	\$69,950	\$111,850
8 Person	\$74,450	\$119,100

If applicable, the Section 3 Clause required under 24 C.F.R. § 135.38 will be incorporated into this solicitation and any contract executed between Owner and Successful Bidder.

17.6 Notice of Requirement for Affirmative Action to Ensure Equal Employment

Opportunity - Executive Order 11246 (General Conditions, Paragraph 15.16):

17.7 The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Contract at Paragraphs 15.14 and 15.16 of the General Conditions.

17.8 The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

MINORITY GOALS AND TIMETABLES

TIMETABLE	TRADE	GOAL (Percent)
Until further notice	All	4.5

FEMALE GOALS AND TIMETABLES

TIMETABLE	GOAL (Percent)
Until further notice	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a

violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is Clackamas County, Oregon.

17.9 Certification of Nonsegregated Facilities*

By signing the Bid Proposal, the Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restroom and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which

are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

17.10 Submission of Compliance Documents

In order to document this compliance with Community Development Division requirements and Federal regulations, the Successful Bidder will be required to submit and to require his subcontractors to submit various forms and reports required by the Contract Documents, including: (a) Contract and Sub-Contract Activity Form; (b) Clackamas County Female Owned Business Form; (c) Contractor/Subcontractor Contract Agreement, whether the contractor or subcontractor is a sole proprietor, an owner performing all work on the project, a contractor with no employees, or otherwise.

17.11 Disclosure of Proposed Subcontractors

For Subcontractors that provide bids to the Contractor (i.e. General) for this project, amounts of \$5,000 dollars and or greater, provide the following information to Clackamas County:

- 1) Company Name
- 2) Oregon CCB Number
- 3) Full Mailing Address
- 4) Federal Tax ID Number
- 5) Type of Trade Work for Project
- 6) Contracted Dollar Amount

Clackamas County will provide a HUD 2516 Form

17.12 Affirmative Action for Handicapped Workers (General Conditions, Paragraph 15.11)

The Successful Bidder will be required to comply with the U.S. Department of Labor Regulations prohibiting employment discrimination against and requiring affirmative action to employ mentally or physically handicapped workers.

17.13 State of Oregon Equal Employment Opportunity

The Successful Bidder will be required to comply with the requirements of ORS Chapter 659 relating to equal employment opportunity, including nondiscrimination on the basis of mental or physical



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

**Project Name: Haven House Roof Pitch Project
(CD #1836)
(Milwaukie, OR)**

The following modify the Clackamas County “Instructions to Bidders” for this Project. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.

1. Submission of Bids by email: The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date **2:00 p.m. Pacific Time, June 15, 2023**. The Bid must be emailed to the following address: stevekel@clackamas.us. The email subject line must read **“Bid for Haven House Roof Project”**. Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion.

Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/85385114824>

Meeting ID: 853 8511 4824

One tap mobile

+16699006833,,85385114824# US (San Jose)

+17193594580,,85385114824# US

Dial by your location

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 444 9171 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 646 876 9923 US (New York)
+1 646 931 3860 US
+1 689 278 1000 US
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US

Meeting ID: 853 8511 4824

Find your local number: <https://clackamascounty.zoom.us/j/85385114824>

**The Apparent Low bid results will be posted to the projects OregonBuys listing as soon as possible following the bid opening.

2. The General Contractor awarded this construction contract will be required to adhere to all work performed, as a result of this procurement shall be conducted in strict accordance with all applicable local, state and federal regulations. Even if not specifically detailed in the Scope of Work, Drawings or Specifications all work shall be accomplished in accordance with all current City, County and State building codes/requirements. The contractor shall be responsible for all permits, locates and fees necessary to perform this work.
3. **Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted by hand delivery to the location the Bid was due or may email the completed Forms to stevekel@clackamas.us. “Good Faith Effort” is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole and absolute determination of Clackamas County. Only those Bidders that Clackamas County has determined have not sufficiently performed Good Faith Effort shall have protest rights of the determination for such Bidder. No Bidder shall have protest rights of the sufficiency of any other Bidder completing Good Faith Effort.

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
SUBCONTRACTOR AND SELF-PERFORMED WORK LIST
(FORM 1)**

Prime Contractor Name: *CREATIVE CONTRACTING INC*

Total Contract Amount: *\$467,790*

Project Name: Haven House Roof Pitch Project/ 15170 SE River Road, Milwaukie, OR 97267 (CD# 1836)

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.

<u>DOW BIDDER WILL SELF-PERFORM (GFE not required)</u>	
<i>CREATIVE CONTRACTING INC</i>	<i>SIDING</i>

PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Email to Steve Kelly, 2051 Kaen Road, Oregon City, OR 97045 or email to stevekel@clackamas.us within 2 hours of the BID/Quote Closing Date/Time

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name <i>MORAN - BUILT</i> Address <i>P.O. Box 935</i> City/St/Zip <i>AURORA, OR 97002</i> Phone# <i>503-290-4598</i> OCCB# <i>244082</i>	<i>FRAMING/DATUM</i>	<i>\$154,000</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name <i>METRO ELECTRIC</i> Address <i>25027 HWY 224</i> City/St/Zip <i>BONING, OR 97009</i> Phone# <i>503-407-1447</i> OCCB# <i>240823</i>	<i>ELECTRICAL</i>	<i>\$30,000</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
M/W/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)**

Prime Contractor:

Project: Haven House Roof Pitch Project (CD #1836)

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
HA'S PAINTING	DIV 9	7/12/23			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
G/B & A CONST LLC	DIV 9	7/12/23			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
HERNANZ PAINTING	DIV 9	7/12/23			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
ALBINA CONST.	DIV 6	7/12/23			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
ALL-AMERICAN CONST CORP	DIV 6	7/12/23			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
G/B & A CONST LLC	DIV 6	7/12/23			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
INTERSTATE WAF	DIV 7	7/12/23			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
M/W/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)**

Prime Contractor:

Project: Haven House Roof Pitch Project (CD #1836)

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
DYNAMIC EXT	DIV 7	7/12/23			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
GBAA CONST LLC	DIV 7	7/13/23			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
COX ELECTRICAL	DIV 26	7/13/23			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
KOPPEL WORKS ELECTRICAL	DIV 26	7/13/23			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
NEXUS ELECTRICAL	DIV 26	7/13/23			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
PACIFIC DEXTER INTERIORS	DIV 2	7/13/23			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
JQ CONSTRUCTION	DIV 2	7/13/23			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
M/W/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)**

Prime Contractor:

Project: Haven House Roof Pitch Project (CD #1836)

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
<i>Had Demo & DISMANTLING</i>	<i>DIV 2</i>	<i>7/13/23</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
PROJECT COMPLETION REPORT
(FORM 3)**

Prime Contractor Name:

Total Contract Amount:

Project Name: Haven House Roof Pitch Project (CD# 1836)

Complete this form and submit with your request for final payment upon the project completion. Please list all subcontractors used for the project. Use additional sheets as necessary.

<u>LIST ALL</u> SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	FINAL DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reported MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE. .

Authorized Signature of Contractor Representative

Date



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Bond No. HA10105554

Project Name: Haven House Roof Pitch Project
(CD #1836)

We, Creative Contracting Inc, as "Principal,"
(Name of Principal)

and Hudson Insurance Company, an Delaware Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clackamas County ("Obligee") the sum of (\$ 10% of Bid Amount)

Ten Percent (10%) of Bid Amount dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No.1836) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 27 day of July, 2023.

Principal: Creative Contracting Inc

Surety: Hudson Insurance Company

By: _____
Signature

By: Attorney-In-Fact

Director of Operations
Official Capacity

Tamara A. Ringisen
Name: Tamara A. Ringisen
ATTORNEY-IN-FACT

Attest: [Signature]
Corporation Secretary

4850 SW Scholls Ferry Road Suite 204
Address

Portland, OR 97225

City State Zip

503.467.2809 866.577.1326
Phone Fax



Bond Number: HA10105554

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Tamara A. Ringeisen
of the State of OR

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 2nd day of June, 2022 at New York, New York.



seal)

Attest... Dina Daskalakis
Dina Daskalakis No. 01MU6067553
Corporate Secretary

HUDSON INSURANCE COMPANY

By Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 2nd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

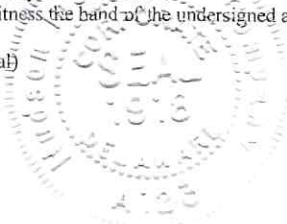
FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 27 day of July, 2023



seal)



By Dina Daskalakis
Dina Daskalakis, Corporate Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: Haven House Roof Pitch Project (CD #1836)
BID CLOSING: July 27, 2023, 2:00 PM, Pacific Time
BID OPENING: July 27, 2023, 2:05 PM, Pacific Time

FROM: CREATIVE CONTRACTING INC
Bidder's Name (must be full legal name, not ABN/DBA)

EMAIL: Steve Kelly, Project Manager, stevekel@clackamas.us

1. Bidder is (check one of the following and insert information requested):

- a. An individual; or
b. A partnership registered under the laws of the State of
c. A corporation organized under the laws of the State of OREGON; or
d. A limited liability corporation organized under the laws of the State of

and authorized to do business in the State of Oregon hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Project Basic Bid Schedule, see Page 2:

THREE HUNDRED FIFTY TWO THOUSAND TWO HUNDRED NINETY Dollars (\$ 352,290.00)

and the Undersigned agrees to be bound by the following documents:

- Notice of Public Improvement Contract Opportunity
• Instructions to Bidders
• Bid Bond
• Public Improvement Contract Form
• Clackamas County General Conditions
• Prevailing Wage Rates
• Plans, Specifications and Drawings
• Supplemental Instructions to Bidders
• Bid Form
• Performance Bond and Payment Bond
• Supplemental General Conditions
• Payroll and Certified Statement Form
• ADDENDA numbered 1 through 4, inclusive (fill in blanks)

Important Note: The Project Basic Bid Schedule does not reference Retaining Wall Work, Tree Removal, or Site Drainage Improvements. These items will not be included, yet in the essence of time, the County is not removing these items from the Plans (i.e. Drawings) and Specifications.

Haven House Roof Pitch Project

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications: **N/A.**

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with Section D of the Clackamas County General Conditions: **Provide attached Base Bid Schedule with Bid, see below.**

Base Bid Schedule

Item No.	Description	Quantity	Unit	Unit Price	Total
	GENERAL REQUIREMENTS				
Div 01	General Conditions/ Mobilization	1	LS		39,290
No Div	Tree Removal/ cut and remove 4 trees and roots on sloped north ridge that will be in line new retaining wall. See drawing C1, General Notes, 2. The County will select with hired contractor.	4	EA		N/A
	EXISTING CONDITIONS				
Div 02	Selective Demolition/ Removal & Disposal	5,071	SF		37,500
Div 02	Selective Demolition/ Removal & Salvage	1	LS		
	WOOD, PLASTIC, & COMPSITES				
Div 06	Rough Carpentry/ Misc. 2x Blocking and Rake Framing-Roof	1	LS		60,000
Div 06	Sheathing/ Roof Sheathing	160	EA		8,000
Div 06	Shop-Fab. Wood Truss/ Roof Trusses & Brackets	1	LS		30,000
Div 06	Exterior Finish Carpentry/ 1x6 Fascia Trim	950	LF		26,000
Div 06	Exterior Finish Carpentry/ 1x6 Soffit Board	862	SF		6,400
Div 06	Plastic Paneling/ 6'x 26" Transparent Polycarbonate	28	EA		3,400
	THERMAL & MOSITURE PROTECTION				
Div 07	Thermal Insulation/ Owens Corning, R-30, Fiberglass Batts	4,150	SF		14,000
Div 07	Weather Barrier/ Tyvek House Wrap	1,000	SF		900
Div 07	Weather Barrier/ 15lb Felt Underlayment @ Roof	13	RL		
Div 07	Asphalt Composite Shingles/ Owens Corning Algea Resistant Laminate Shingles	153	BL		36,000
Div 07	Fiber-Cement Siding/ Hardie Lap Siding, 7" Exposure	1,000	SF		10,000
Div 07	Sheet Metal Flashing & Trim/ Pre-finished, Pre-	334	LF		12,000

	formed, Type D				
Div 07	Roof Accessories/ 6" Aluminum Gutter & 2x3 downspouts	188	LF		8,000
Div 07	Joint Sealants/ Misc.	334	LF		800
	FINISHES				
Div 09	Gypsum Board/ Certain Teed, 5/8" x 4' x 8'	4,150	SF		13,500
Div 09	Exterior Painting/ Behr Premium Plus	31	GAL		12,500
Div 09	Interior Painting/ Behr Premium Plus	36	GAL		7,000
	ELECTRICAL				
Div 26	Electrical Wiring/ Rewiring the ceiling light fixtures	4,150	SF		28,000
Div 26	Low Voltage/ Rewiring low voltage items (exit signs, smoke detectors, etc.)	4,150	SF		9,000
	SITE IMPROVEMENTS				
Div 32	Segmental Retaining Wall/ Gravity Stone Block Wall	550	SF		N/A
	SITE UTILITIES				
Div 33	Stormwater Conveyance/ Storm Drain Pipe & Area Drains	550	LF		N/A
Div 33	Subdrainage/ 3/4"-0 Aggregate Leveling Pad and Backfill Material	112	TON		N/A
Base Bid					352,290
Alternatives Provide a "Net Add" Cost Estimate For Each Alternative Below					
Alt Item #1: Bathroom structural correction – requiring new tile flooring.					13,000
Alt Item #2: Truss construction on-site (non pre-fab/manufactured) to replace manufactured truss pricing; lumber package delivered, laborers construct and erect.					95,000
Alt Item #3: Sprinkler heads to be moved to a lower elevation, based on the new trusses and finished roofing. Pipefitters Work provided by SOLARC Architecture Inc.					7,500
TOTAL BID AMOUNT					115,500

4. The work shall be completed within the time stipulated and specified in the Clackamas County Public Works Improvements, Contract Form B-6 item 4. Contract Dates, page 2.

5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of all Alternatives (if any).

6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

Hudson Insurance Company
(name of surety company - not insurance agency)

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

9. The undersigned HAS, HAS NOT (check one) paid unemployment or income taxes in Oregon within the past 12 months and DOES, DOES NOT (check one) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is 148503. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is SENTINEL 1443 CO, Policy No. A0222529005, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):

Project Executive:	<u>WILLY COOMES</u>	Cell Phone:	<u>971-500-2637</u>
Project Manager:	<u>AMY WHITLOCK</u>	Cell Phone:	<u>971-378-5730</u>
Job Superintendent:	_____	Cell Phone:	_____
Project Engineer:	<u>Cliff de Hoog</u>	Cell Phone:	<u>503-970-1676</u>

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

REMINDER: Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM CREATIVE CONTRACTING INC

ADDRESS 25027 HWY 224

Beavering, OR 97009

TELEPHONE NO 503-407-1447

EMAIL bids@ccicons.com

SIGNATURE 1) _____
Sole Individual

or 2) _____
Partner

or 3)  _____
Authorized Officer or Employee of Corporation

***** **END OF BID** *****

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: HAVEN HOUSE ROOF PROJECT (CD #1836)**

BID OPENING: August 9, 2023, Wednesday, 2:00 PM (Pacific Time)

Failure to submit this Form by the disclosure deadline will result in a nonresponsive bid.

INSTRUCTIONS:

This First-Tier Subcontractor Disclosure Form ("Form") must be submitted and received at the location specified in the Notice of Public Improvement Contract Opportunity on the advertised Bid Closing, and within two working hours after the advertised Bid Closing Time.

The Form may be mailed, hand-delivered or emailed to: acouncil@clackamas.us It is the responsibility of Bidders to submit this Form and any additional sheets with the Project name clearly marked on the envelope or the subject line of the email.

Subcontractor lists may be submitted with the bid in the same envelope or email at the Bid Closing date and time. Subcontractor lists **MUST** be submitted within **two (2) hours** of the Bid Closing date and time.


List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "**NONE**" if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. ATTACH ADDITIONAL SHEETS IF NECESSARY.

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	<u>MONAH BUILT</u>	<u>\$154,000</u>	<u>FRAMING & DRYWALL</u>
2.	<u>METRO ELECTRIC</u>	<u>\$30,000</u>	<u>ELECTRICAL</u>
3.	<u>CREATIVE CONTRACTING</u>	<u>\$50,000</u>	<u>SIDING</u>
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Firm Name: CREATIVE CONTRACTING INC

Bidder Signature:  Phone # 503-407-1467



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
SUPPLEMENTAL GENERAL CONDITIONS**

**PROJECT: Haven House Roof Pitch Project (CD #1836)
(Milwaukie, OR)**

The following modifies the October 13, 2021 Clackamas County General Conditions for Public Improvement Contracts (“County General Conditions”) for this Contract. Except as modified below, all other terms and conditions of the County General Conditions shall remain in effect.

SC – 1: Permits

Section B.4-Permits of the County General Conditions is hereby deleted in its entirety and replaced with the following:

B.4 PERMITS

The Architect (SOLARC Architecture, Inc.) has confirmed they have a permit completed and registered with the Clackamas County Permit Office.

SC – 2: Liquidated Damages

The following sections are added to Section D.2 - Delays:

D.2.3 DAMAGES FOR DELAY – LIQUIDATED DAMAGES

- (a) It is imperative that the Work in this Contract reach Substantial Completion, **60 days from issuance from Notice to Proceed, Estimated to be November 7, 2023**, and as further required in the Plans and Specifications and Section 13 of the Contract to be completed by November 17, 2023, this is an estimated date based on the Contract being fully executed, in early September. Time will be of the essence to open the new building for operation of a new clinic, therefore the Owner requires the firm deadline. The Contractor represents and agrees that the Substantial Completion date is reasonable, that it can meet the Substantial Completion date, and it has taken into account in its Offer the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, weather, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

Below is a matrix for Project Contract Amounts regarding Liquidated Damages provide to the Contractor by the Owner, please review carefully:

Levels:	Project Contract Amounts:	Liquidated Damages Amounts:
One	\$5,000 to \$25,000 dollars	\$0 dollars per day
Two	\$25,000+ to \$50,000 dollars	\$250 dollars per day
Three	\$50,000+ to \$100,000 dollars	\$500 dollars per day
Four	\$100,000+ to \$200,000 dollars	\$750 dollars per day

Five	\$200,000+ and Above	\$1,000 dollars per day
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- (b) If the Contactor fails to achieve Substantial Completion as specified above, then the Contractor and Owner agree that it would be extremely difficult to ascertain the damages incurred by Owner for the Contractor’s failure. Therefore, Owner and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse Owner a stipulated sum of \$1,000 per calendar day beyond the Substantial Completion Date. The Contractor further agrees the stipulated sum is not a penalty.

Likewise, if the Work does not reach Final Completion defined in Section 4 of the Contract, then the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of one thousand dollars (\$1,000.00) per day for each and every calendar day of delay until Final Completion.

SC – 3: Good Faith Effort

As a condition of Contractor being awarded a Contract for this Project, Contractor must complete Good Faith Effort outreach and documentation as described in the Supplemental Instructions to Bidders of the Solicitation Document.

The Contractor may not change who is performing each Division of Work identified in Form 1 of the Good Faith Effort without the express written advance approval of Owner. This includes substituting identified subcontractors, self-performance of a Division of Work that was identified to be performed by a subcontractor, or the Contractor subcontracting a Division of Work that was identified to be self-performed by the Contractor.

Contractor shall be required to submit the completed Form 3 with its final pay application as a condition of final payment.



CLACKAMAS COUNTY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS October 13, 2021

INSTRUCTIONS: The attached **Clackamas County General Conditions for Public Improvement Contracts ("County General Conditions")** apply to all designated Public Improvement contracts. Changes to the County General Conditions (including any additions, deletions or substitutions) should only be made by attaching Public Improvement Supplemental General Conditions. The text of these County General Conditions should not otherwise be altered.

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**CLACKAMAS COUNTY GENERAL CONDITIONS
FOR PUBLIC IMPROVEMENT CONTRACTS
("County General Conditions")**

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

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

APPLICABLE LAWS, means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work, to the Contract, or to the parties individually.

APPROVED BY CONTRACTING AGENCY, for purposes of ORS 279C.570(2), means the date a progress payment is approved by the Clackamas County Treasurer's office.

ARCHITECT/ENGINEER, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

AVOIDABLE DELAYS, mean any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that: (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors; (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; (c) Do not impact activities on the accepted critical path schedule; and (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

BIDDER, means a bidder in connection with Instructions to Bidders or a proposer in connection with a Request for Proposals, or Solicitation Document. May also be referenced as "Offeror," "Quoter" or "Proposer" based on the type of Solicitation Document.

CHANGE ORDER, means a written order which, when fully executed by the Parties to the Contract, constitutes a change to the Contract Documents. Change Orders shall be issued in accordance with the changes provisions in Section D and, if applicable, establish a Contract Price or Contract Time adjustment. A Change Order shall not be effective until executed by both parties.

CLAIM, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these County General Conditions.

CONTRACT, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Contract, County General Conditions, Supplemental General Conditions if any, Plans, Specifications, the accepted Offer, Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Contract

and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total price reflected in the Contract.

CONTRACT TIME, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the Project schedule.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DEFECTIVE WORK, means Work that is not completed in accordance with the Specifications or the requirements of the Contract.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents: the cost of materials, including sales tax and the cost of delivery; cost of labor which shall only include the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee) rate plus a maximum of a twelve percent (12%) markup on the prevailing wage (but not the fringe benefit) to cover Contractor's labor burden including but not limited to social security, Medicare, unemployment insurance, workers' compensation insurance, sick leave pay; substantiated Project cost increases for specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater) or bond premiums; rental cost of equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work; travel expense reimbursement only if specifically authorized and only to the extent allowable under the County Contractor Travel Reimbursement Policy, hereby incorporated by reference.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, terrorism, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to the Contract who is asserting Force Majeure.

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents.

OFFER, means a bid in connection with Instructions to Bidders or a proposal in connection with a Request for Proposals, or Solicitation Document to do the work stated in the Solicitation Document at the price quoted. May also be referenced as "Bid," "Quote," or "Proposal" based on the type of Solicitation Document.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), labor rates and fringe benefits above the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee), Contractor's labor burden for fringe benefit if paid to the employee, expenses of Contractor's offices and supplies at the Project Site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the Project Site office and Contractor's principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means, Clackamas County or any component unit thereof including Clackamas County Development Agency, Clackamas County Service District No. 1, Surface Water Management Agency of Clackamas County, Tri-City Service District, Water Environment Services, North Clackamas Parks and Recreation District, Clackamas County Extension & 4-H Service District, Library Service District of Clackamas County, Enhanced Law Enforcement District, and Clackamas County Service District No. 5. Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent, including without limitation, to an Architect/Engineer. However, nothing in these County General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON, means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, a nonprofit, a trust, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PRODUCT DATA, means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

PROJECT, means the total undertaking to be accomplished for Owner by architects/engineers, contractors, and other others, including planning, study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.

PROJECT SITE, means the specific real property on which the Work is to be performed, including designated contiguous staging areas, that is identified in the Plans, Specifications and Drawings.

PUNCH LIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

RECORD DOCUMENT, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer of ownership to Owner, operational and maintenance manuals, shop drawings, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these County General Conditions, recording all Services performed.

SAMPLES, means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SHOP DRAWINGS, means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any subsubcontractor), manufacturer, supplier, or distributor to illustrate some portion of the Work.

SOLICITATION DOCUMENT, means an Invitation to Bid, Request for Proposals, Request for Quotes, or other written document issued by Owner that outlines the required Specifications necessary to submit an Offer.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item included in the Solicitation Document. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the

Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair constituting the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.3.2.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Substitutions also means the performance of the Work by a labor force other than what is submitted in the Offer.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these County General Conditions. Public Improvement Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

UNAVOIDABLE DELAYS, mean delays other than Avoidable Delays that are: (a) to the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by a separate contractor employed by the Owner; (b) to the extent caused by any Project Site conditions which differ materially from the conditions that would normally be expected to exist and inherent to the construction activities defined in the Contract Documents; or (c) to the extent caused by Force Majeure acts, or events or occurrences.

WORK, means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits and regulatory approvals not provided by the owner necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.

A.2 SCOPE OF WORK

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

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

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

- (a) The Contract and any amendments thereto, including Change Orders, with those of later date having precedence over those of an earlier date;
- (b) The Supplemental General Conditions;
- (c) County General Conditions;
- (d) Plans and Specifications;
- (e) The Solicitation Document, and any addenda thereto.

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

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

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

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT SITE

A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. Contractor shall at all times be responsible for all utility locates regardless of the ownership of such utility infrastructure or service.

A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.

A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner, including without limitation, any nonconformity with Applicable Laws.

A.4.4 If the Contractor believes that adjustments to cost or Contract Time are involved because of clarifications or instructions issued by the Owner (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner denies Contractor's request for additional compensation, additional Contract Time, or other relief

that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.4.5 If the Contractor believes that adjustments to cost or Contract Time are involved because of an Unavoidable Delay caused by differing Project Site conditions, the Contractor shall notify the Owner immediately of differing Project Site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner agrees that a differing Project Site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.2.2 for adjustments to or deletions from Work. If the Owner disagrees that a differing Project Site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under the Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

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

A.7 GOVERNMENT EMPLOYMENT STATUS

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

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

B.1.1 The Owner shall administer the Contract as described in the Contract Documents throughout the term of the Contract, including the one-year period for correction of Work. The Owner will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner may rely on the Architect/Engineer or other agents to perform some or all of these tasks.

B.1.2 The Owner may visit the Project Site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner will not

make exhaustive or continuous on-Project Site inspections to check the quality or quantity of the Work. Unless otherwise required in a Change Order, the Owner will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate with each other within a reasonable time frame about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Project Site safety thereof and, except as stated below, shall be fully and solely responsible for the Project Site safety of such means, methods, techniques, sequences or procedures.

B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project, including those caused by authorized changes, which may affect cost, schedule, or quality.

B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, agents, and Subcontractors on the Project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

B.3.1 The intent of the Contract Documents is to provide for the construction and completion of every detail of the Work described. All Work shall be performed in a professional manner and, unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's sole expense and within a reasonable time frame.

B.3.3 Work done and materials furnished may be subject to inspection and/or observation and testing by the Owner to determine if they conform to the Contract Documents. Inspection of the Work by the Owner does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

B.4 PERMITS

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Supplemental General Conditions, as required for the project. Contractor shall be responsible for all violations of the law. Contractor shall give all requisite notices to public authorities.

B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS

B.5.1 Contractor shall comply with Applicable Laws, as amended pertaining to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable and as may be amended from time to time: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended; (vi) all regulations and administrative rules established pursuant to any applicable laws; and (vii) all other applicable requirements of federal, state, county or other local government entity statutes, rules and regulations.

B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by Applicable Laws or the Contract when performing the Work.

B.5.3 Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.021 at the time they submit their bids to the Contractor.

B.5.4 Contractor shall certify that each landscape contracting business, as defined in ORS 671.520(2), performing Work under the Contract holds a valid landscape construction professional license issued pursuant to ORS 671.560.

B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (877) 668-4001.

B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a material breach of Contract and constitute

grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.5.7 The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

B.5.8 Contractor shall comply with ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

B.6 SUPERINTENDENCE

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

B.7 INSPECTION

B.7.1 Owner shall have access to the Work at all times.

B.7.2 Inspection of the Work will be made by the Owner at its discretion. The Owner will have authority to reject Work that does not conform to the Contract Documents in the Owner's sole discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner, shall be removed and replaced at the Contractor's expense.

B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the Owner may be ordered removed at the Contractor's expense.

B.7.5 If directed to do so by Owner or other permitting authority any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the Owner, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner, the uncovering and restoration will be paid for pursuant to a Change Order.

B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

B.7.7 In Owner's sole discretion, it may authorize other interested parties to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner.

B.8 SUBCONTRACTS AND ASSIGNMENT

B.8.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions and Supplemental General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.

B.8.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

B.8.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under the Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of the Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.9 OWNER'S RIGHT TO DO WORK

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

B.10 OTHER CONTRACTS

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

B.11 ALLOWANCES

B.11.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances

shall be supplied for such amounts and by such persons or entities as the Owner may direct.

- B.11.2 Unless otherwise provided in the Contract Documents:
- (a) when finally reconciled, allowances shall cover the cost of the Contractor's materials and equipment delivered at the Project Site and all required taxes, less applicable trade discounts;
 - (b) Contractor's costs for unloading and handling at the Project Site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
 - (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (ii) changes in Contractor's costs under Section B.17.2(b);
 - (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.12 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- B.12.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples.
- B.12.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.
- B.12.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents

and approved by the Contractor may be returned by the Architect/Engineer without action.

- B.12.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- B.12.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.12.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.
- B.12.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the Project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner.

B.13 SUBSTITUTIONS

The Contractor may make Substitutions only with the written consent of the Owner, after evaluation by the Owner and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the Solicitation Document. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under the Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.14 USE OF PLANS AND SPECIFICATIONS

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

SECTION C
WAGES AND LABOR

C.1 PREVAILING WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Pursuant to ORS 279C.830(1)(d), Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If the Work is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

- C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner on the form prescribed by the Commissioner of the Bureau of Labor and Industries ("BOLI"), certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the Project and further certifying that no worker employed on the Project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the Project shall be submitted once a month, by the fifth (5th) business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.
- C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on the Project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this Project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.
- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in the Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund or successor program from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under the Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the Owner under such contract.
- C.3.4 If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end 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.
- C.3.5 If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- C.3.6 All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
- C.3.7 In accordance with ORS 279C.570, for all subcontracts that exceed \$500,000 that the Contractor withholds retainage, the Contractor shall place amounts deducted as retainage into an interest-bearing escrow account. Interest on the retainage amount accrues from the

date the payment request is approved until the date the retainage is paid to the Subcontractor to which it is due.

C.4 PAYMENT FOR MEDICAL CARE

As a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums of which 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 law, contract or agreement for the purpose of providing or paying for the services.

C.5 HOURS OF LABOR

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

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

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

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

**SECTION D
CHANGES IN THE WORK**

D.1 CHANGES IN WORK

D.1.1 The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Change Order is required to modify the Contract, which shall not be effective until its execution by the parties to the Contract and all approvals required by public contracting laws have been obtained.

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

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the Project.

- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of Section B.13 (Owner's Right to Do Work) shall then apply. Adjustments in compensation shall be made under Section D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that adjustments to or deletions from the Work shall be administered and compensated according to the following:

- (a) Unit Pricing: Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.
- (b) Fixed Fee: If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing, the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in Section D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) Time and Material: In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. The Contractor or Subcontractor who performs the Work shall be allowed to add up to ten percent (10%) markup to the Direct Costs as full compensation for profit, Overhead and other indirect costs for Work performed with the Contractor's or Subcontractor's own agents

Each ascending tier Subcontractor or the Contractor that did not perform the Work, will be allowed to add up to five percent (5%) supplemental markup on the Direct Costs of the Work (but not the above allowable markups) covered by a Change Order. No additional markup shall be permitted for any third tier or greater descending Subcontractor.

Example: \$20,000 of Direct Costs Work performed by a 2nd Tier Subcontractor

	Markup	Allowed Total Fee Plus Markup
General Contractor	5%	\$1,000.00
1 st Tier Sub Contractor	5%	\$1,000.00
2 nd Tier Sub Contractor	10%	\$22,000.00

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

authorization from Owner in the form of a Change Order. Contractor shall not be required to complete such additional Work without additional authorization.

- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless Owner authorizes Contractor to start the revised Work before agreement on Contract Time adjustment.

Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of Owner's request for additional Work. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor's requests pertaining to that additional Work shall be barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

- D.1.5 If any adjustment to Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under the Contract, Contractor shall submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of Owner's request for adjustments to or deletions from the Work by Contractor.

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

If the Owner denies the Contractor's request for adjustment to compensation or Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under the Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.

- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor agrees that it will work in good faith with Owner to undertake changes, when agreed upon by execution of a Change Order. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

- D.2.1 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

- D.2.2 In the event of Unavoidable Delays, Contractor may be entitled to the following:

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

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for Unavoidable Delays, other than requests for differing Project Site conditions for which a review process is established under Section A.4.5, Contractor shall submit a written notification of the delay to the Owner within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

- D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these County General Conditions. Within thirty (30) Days after the initial Claim, Owner shall receive from Contractor a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be barred.

D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include all information, records and documentation necessary for the Owner to properly and completely evaluate the claim, including, but not limited to a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to the Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

D.3.3 The Owner, through the Architect/Engineer (or other employee or agent assigned by the Owner) will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the Claim; (5) arrange a meeting with the Contractor for formal review of the Claim; or (6) propose an alternate resolution.

D.3.4 Once the Engineer or Project Manager determines the Owner is in receipt of a properly submitted claim, the Engineer or Project Manager may arrange a meeting, as agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

D.3.5 The Owner's decision, through the Architect/Engineer (or other employee or agent assigned by the Owner), shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner, through the appropriate department director, shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

D.3.6 If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Owner deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the Claim will not be considered properly filed and preserved.

D.3.7 Both parties agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the issuance of the appeal in Section D. 3.4 above. If the parties are unable to resolve their issues through mediation or otherwise, either party may seek redress through all available remedies in equity or in law.

D.3.8 Unless otherwise directed by Owner, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or delay Work, in whole or in part, without a written stop work order from the Owner.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, by or before the pre-construction conference (as described in Section H.1.3), a schedule of values ("Schedule of Values") for the Contract Work. This schedule shall provide a breakdown of values for the Contract Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2 and ORS 279C.570. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to Owner's obligation to pay, all applications for payment shall be approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest in accordance with ORS 279C.570 for overdue invoices, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within the earlier of:

- (a) Thirty (30) days after receipt of the invoice; or
- (b) Fifteen (15) days after the payment is approved by the County.

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for such amounts which are correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers ("EFT") through Automated Clearing House ("ACH") payments. If Owner makes this election, the Contractor shall arrange for receipt of the EFT/ACH payments.

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

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

Signed: _____
Dated: _____"

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

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the Project Site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material and/or equipment stored and of payment for the storage site.
- (g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under the Contract for the rejection of the Work or materials and/or equipment not in conformance with the Contract Documents.
- (h) All required documentation shall be submitted with the respective application for payment.

E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents;
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2);

- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Work, Owner or Owner's agent;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by a Change Order;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the Project Site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and
- (d) Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided financing, labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.3 PAYROLL CERTIFICATION REQUIREMENT

Owner's receipt of payroll certification pursuant to Section C.2 of the Contract shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

E.4 DUAL PAYMENT SOURCES

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

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with the requirements set forth in Local Contract Review Board Rules or the applicable County standard.

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of retainage on or may eliminate retainage on any remaining monthly Contract payments after fifty (50) percent of the Work under the Contract is completed if, in the Owner's discretion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is ninety-seven and a half percent (97.5%) completed in Owner's estimation, the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to hundred (100) percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage described in options (a) or (b) below, the Owner (except as otherwise provided below for a contract of \$500,000 or less), will deposit the retainage in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Owner's advance written authorization. For a Contract over \$500,000, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing escrow account as stated above. For a Contract of \$500,000 or less, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing account (in a bank, savings bank, trust company or savings association) as provided under ORS 279C.450(5).

In accordance with the provisions of ORS 279C.560, Local Contract Review Board Rules, or the applicable County standard, unless the Owner finds in writing that accepting bonds, securities or other instruments described in option (a) below or a security bond described in option (b) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

- a. to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible, the bonds, securities and other instruments must be of a character approved by Owner; or

- b. that the Contractor be allowed, with the approval of the Owner, Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

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

E. 5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the fifteen (15) Day period.

E.5.1.4 Owner will reduce the amount of the retainage if the Contractor notifies the Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner, bonds and securities of equal value of a kind approved by the Owner and such bonds and securities have in fact been deposited.

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

E.5.1.6 The Contractor shall comply with all applicable legal requirements for withholding and releasing retainage and for prompt payments, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under the Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. The amount of final payment will be the difference between the total amount due the Contractor pursuant to the Contract Documents and the sum of all payments previously made. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to Contractor a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final application for payment by the Owner and compliance by the Contractor with

provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment 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 a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien.
- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.
- E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to the Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be barred.

SECTION F PROJECT SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, Applicable Laws, permits or directions of the Owner. Contractor shall follow the Owner's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner, workers and property from injury or loss arising in connection with the Contract. Contractor shall remedy acceptably to the Owner any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the Project Site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building codes to prevent

accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Project Site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Project Site safety. Project Site safety shall be the responsibility of the Contractor.

- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the Owner, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the Project Site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.
- F.2.7 Contractor shall comply with all Owner safety rules and regulations, if applicable. Prior to commencement of any Work, Contractor and Subcontractors shall be required to complete an Owner Contractor Safety Orientation and submit all Owner required safety plans.
- F.2.8 Contractor shall demonstrate that an employee drug testing program is in place.

F.3 CUTTING AND PATCHING

- F.3.1 If applicable, Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 If applicable, Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be prudent or ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the Owner the work may be

done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor shall be held responsible for and shall indemnify, defend (with counsel of Owner's choice), and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of the Contract, and Contractor shall take no action that would void or impair such coverages.

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and shall be performed by properly qualified and, if applicable, licensed personnel.

F.5.1.2 Unless otherwise approved in the Solicitation Document, Contractor shall obtain the Owner's written consent prior to bringing onto the Project Site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. In any event, Contractor shall provide prior written notice to Owner when hazardous materials are brought on to the Project Site. The Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials on the Project Site, in accordance with all Applicable Laws;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Project Site; and
- (c) promptly clean up and remediate, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Laws.

F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws. Upon discovery, regardless of quantity, Contractor must verbally report all releases to the Owner in a prompt manner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law).
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.

(e) Summary of communications about the release between Contractor and State, local or federal officials other than Owner. Any communication to the press will be done by Owner and Contractor will defer to Owner.

(f) Description of cleanup procedures employed or to be employed at the Project Site, including disposal location of spill residue.

(g) Personal injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

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

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project Site, not brought on to the Project Site by Contractor, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 DEMOLITION

F.7.1 For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

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

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to

observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

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

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

G.2.1 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

G.2.2 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

G.2.3 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

G.3 INSURANCE

G.3.1 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each

Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.3.3 Builder's Risk Insurance:

G.3.3.1 Builder's Risk: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.2 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

G.3.4 General Liability Insurance:

G.3.4.1 Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under the Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by Owner. The CGL shall provide separation of insured language. The policy or policies obtained by Contractor for purposes of fulfilling the requirements of this section shall be primary insurance with respect to the Owner. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Contractor

and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on Project Site.

- G.3.4.3 Owner may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Contract.
- G.3.4.4 To the extent that the Contract Documents require the Contractor to provide professional design services, design-build, or certifications related to systems, materials, or equipment, the Contractor shall (1) purchase and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate and (2) cause those Subcontractors (of any tier) who are providing professional design services including any design-build services to procure and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate. This policy shall be for the protection of the Owner, its elected officials, officers, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the Contract. The Owner, at its option, may require a complete copy of the above policy.
- G.3.4.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).
- G.3.4.6 Umbrella Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.
- G.3.4.7 Pollution Liability may be required by Owner through issuance of Supplemental General Conditions.
- G.3.5 Additional Insured: The general liability insurance coverage, automobile liability, umbrella, and pollution liability if required, shall include the Owner as additional insureds but only with respect to the Contractor's activities to be performed under the Contract. The additional-insured endorsement for CGL insurance must be written on ISO Form CG 20 10 (10 01) and CG 20 37 (10 01), or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Proof of insurance must include a copy of the endorsement showing "Clackamas County, its elected officials, agents, officers, and employees" as scheduled insureds.

If Contractor cannot obtain an insurer to name the Owner as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of the Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a \$2,000,000

limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

- G.3.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.
- Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.
- G.3.7 Certificate(s) of Insurance/Insurance Carrier Qualification: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for the Contract. A renewal certificate shall be sent to Owner at least 10 days prior to coverage expiration. Insurance coverage required under the Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Contract.

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein.
- H.1.2 Notice to Proceed. Unless otherwise directed in the Contract Documents, Contractor shall commence Work on the Project Site within fifteen (15) Days of the Notice to Proceed. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted in a form acceptable to Owner.
- H.1.3 Unless otherwise not required in the Construction Documents, Contractor shall participate in a pre-construction conference with the Owner's representative and designated design team. The

purpose of this pre-construction conference is to review the Contractor's proposed Schedule of Values and to review any other Project logistics to be coordinated between the parties.

H.1.4 Unless specifically extended by a Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2(f) and shall be subject to the provisions of Section D.1.

H.1.5 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by Project components, labor trades, and long lead items broken down by building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.2.2 All Work shall be completed during normal weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. unless otherwise specified in the Contract Documents. Unless otherwise specified in the Contract Documents, no Work shall be performed during the following holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- President's Day

When a holiday falls on a Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

H.3 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having

jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for Defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand and at Contractor's sole expense. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its agents. If Owner completes the repairs using Owner's agent, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's agent, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's agents who

are required to monitor that contractor's work. Work performed by Owner using Owner's own agents or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

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

SECTION J

SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

- J.1.1 The Owner has the authority to suspend portions or all of the Work due to the following causes:
 - (a) Failure of the Contractor to correct unsafe conditions;
 - (b) Failure of the Contractor to carry out any provision of the Contract;
 - (c) Failure of the Contractor to carry out orders;
 - (d) Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;
 - (e) Time required to investigate differing Project Site conditions; or
 - (f) Any reason considered to be in the public interest.
- J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

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

J.3 COMPENSATION FOR SUSPENSION

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

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

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

- J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and, in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If

the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE, NON-APPROPRIATION OF FUNDS, OR FORCE MAJEURE

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines: (a) that termination of the Contract is in the best interest of Owner or the public; (b) that the Owner failed to receive funding, appropriations, allocations or other expenditure authority as contemplated by Owner's budget and Owner determines, in its sole determination, and its assessment and ranking of the policy objectives explicit or implicit in Owner's budget, Owner may determine it is necessary to and may terminate the Contract.; or (c) in the event of Force Majeure.
- J.5.2 The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's or for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination. If the Contract is terminated for public convenience, neither the Contractor nor its Surety shall be relieved of liability for damages or losses suffered by the Owner as a result of defective, unacceptable or unauthorized Work completed or performed.

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.
- J.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

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

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver two (2) complete and approved sets of O & M Manuals in paper form and one (1) complete and approved set in electronic form to the Owner and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

K.3 COMPLETION NOTICES

- K.3.1 Contractor shall provide Owner written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed and notarized by the Contractor and signed by the Architect/Engineer (if applicable) and Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.
- K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the Owner with submission of the request for the Substantial Completion notice.

K.4 TRAINING

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. If assignments arise because of termination under Section J.4, then such assignments shall not relieve Contractor of liability hereunder. The O & M Manual shall be used as a basis for training. In addition to any off-Project Site training required by the Contract Documents, training shall include a formal session conducted at the Project Site after the equipment and/or system is completely installed and operational in its normal operating environment.

K.5 EXTRA MATERIALS

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

K.6 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

K.7 CERTIFICATE OF OCCUPANCY

Owner's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to Owner's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

K.8 OTHER CONTRACTOR RESPONSIBILITIES

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

The Owner's property is drug free and weapons free areas and the use of tobacco products is only allowed in designated areas. Contractor shall be required to ensure that its employees, Subcontractors and agents shall comply with these requirements.

SECTION L GENERAL PROVISIONS

L.1 NO THIRD PARTY BENEFICIARIES

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

L.2 SEVERABILITY

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

L.3 ACCESS TO RECORDS

L.3.1 Contractor shall keep, at all times on the Project Site, one record copy of the complete Contract Documents, including the Plans, Specifications, addenda, and Change Orders (if any) in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

L.3.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10)

years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or the Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

L.4 WAIVER

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

L.5 SUCCESSORS IN INTEREST

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

L.6 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof.

L.7 APPLICABLE LAW

Contractor hereto agrees to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

L.8 NON-EXCLUSIVE RIGHTS AND REMEDIES

Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of the Contract shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

L.9 INTERPRETATION

The titles of the sections of the Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

L.10 DEBT LIMITATION

The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

L.11 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to the Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or

immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

L. 12 SURVIVAL

All warranty, indemnification, and record retention provisions of the Contract, and all of Contractor's other obligations under the Contract that are not fully performed by the time of Final Completion or termination, and all other rights and obligations which by their context are intended to survive, shall survive Final Completion or any termination of the Contract.

L.13 ACCESS TO RECORDS

L.13.1. Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one copy of Shop Drawings, Project Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

L.13.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or this Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

L.14 WAIVER

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

L. 15 NO ATTORNEY FEES.

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: HA10105554
Project Name: Haven House Roof Pitch Project (CD#1836)

Table with 3 columns: Surety Name, Bond Amount No., and Amount. Includes entries for Hudson Insurance Company (Surety #1), (Surety #2)*, and Total Penal Sum of Bond: \$467,790.00.

We, Creative Contracting Inc. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Four Hundred Sixty Seven Thousand Seven Hundred Ninety and No/100-- (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in

all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

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

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

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

Dated this 29 day of August, 2023.

PRINCIPAL: Creative Contracting Inc.

By: _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY: Hudson Insurance Company

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Tamara A. Ringeisen ATTORNEY-IN-FACT

Name



Signature

100 William St., 5th Floor

Address

New York, NY 10038

City State Zip

503.467.2809 866.577.1326

Phone Fax



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: HA10105554
Project Name: Haven House Roof Pitch Project (CD #1836)

Table with 3 columns: Surety Name, Bond Amount No., and Amount. Includes Hudson Insurance Company (Surety #1) and Surety #2* with amounts of \$467,790.00.

* If using multiple sureties

We, Creative Contracting Inc., as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Four Hundred Sixty Seven Thousand Seven Hundred Ninety and No/100--

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or

materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

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

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

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

Dated this 29 day of August, 2023.

PRINCIPAL: Creative Contracting Inc.

By: [Signature]
Signature

[Signature]
Official Capacity

Attest: [Signature]
Corporation Secretary

SURETY: Hudson Insurance Company

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond!]

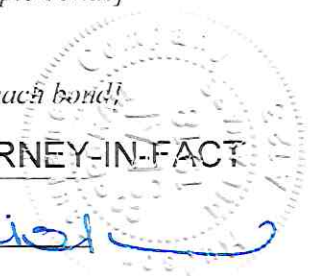
Tamara A. Ringeisen ATTORNEY-IN-FACT

[Signature]
Name

100 William St., 5th Floor
Address

New York, NY 10038
City State Zip

503.467.2809 866.577.1326
Phone Fax





Bond Number: HA10105554

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Tamara A. Ringeisen
of the State of OR

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Four Hundred and Sixty-Seven Thousand Seven Hundred and Ninety Dollars and Zero Cents

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 2nd day of June, 20 22 at New York, New York.

HUDSON INSURANCE COMPANY

By Michael P. Cifone
Michael P. Cifone
Senior Vice President



Attest: Dina Daskalakis
Dina Daskalakis No. 01MU6067553
Corporate Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 2nd day of June, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

The undersigned **Dina Daskalakis** hereby certifies:

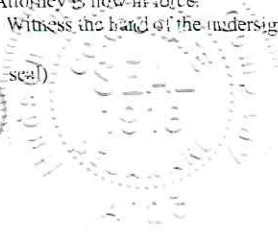
That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 29 day of August, 20 20



By Dina Daskalakis
Dina Daskalakis, Corporate Secretary

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts

Christina E. Stephenson
Labor Commissioner
Rates Effective January 5, 2023





CHRISTINA E. STEPHENSON
Labor Commissioner

In this rate book are the new prevailing wage rates for Oregon non-residential public works projects, effective January 5, 2023.

Prevailing wage rates are the minimum hourly wages that must be paid to all workers employed on all public works projects. Thank you for your engagement in the process and commitment to Oregon law.

Our team is ready to help support you with any questions you have. We also offer regular, free, informational seminars and webinars for contractors and public agencies. Contact us at PWR.Email@boli.oregon.gov or (971) 353-2416.

A handwritten signature in blue ink, appearing to read "C. Stephenson".

Christina E. Stephenson
Labor Commissioner

More information about prevailing wage rates:

The Oregon Bureau of Labor & Industries publishes the prevailing wage rates (PWR) that are required to be paid to workers on non-residential public works projects in Oregon.

A separate document, [Definitions of Covered Occupations for Public Works Contracts in Oregon](#), provides occupational definitions used to classify the duties performed on public works projects. These definitions are used to find the correct prevailing wage rate.

The rate book and definition publications are available online at <https://www.oregon.gov/boli>, as well as additional information, supporting documents, and forms.

Please contact us at PWR.Email@boli.oregon.gov or (971) 353-2416, for additional information such as:

- Applicable prevailing wage rates for projects (Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project.)
- Federal Davis-Bacon rates (In cases where projects are subject to both state PWR and federal Davis-Bacon rates, the higher wage must be paid.)
- Required PWR provisions for specifications and contracts
- Apprenticeship rates



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

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

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

Required Postings for Prevailing Wage Contractors and Subcontractors

PREVAILING WAGE RATES

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

DETAILS OF FRINGE BENEFIT PROGRAMS

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

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

WORK SCHEDULE

Contractors and subcontractors must give workers the regular work schedule (days of the week and number of hours per day) in writing before beginning work on the project.

Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule in a location frequented by employees, along with the prevailing wage rate information and any fringe benefit information.

If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements.

*ORS 279C.840(4); OAR 839-025-0033(1). ORS 279C.840(5); OAR 839-025-0033(2).
ORS 279C.540(2); OAR 839-025-0034.*

PUBLIC WORKS BONDS

Every contractor and subcontractor who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a \$30,000 **“PUBLIC WORKS BOND”** with the Construction Contractors’ Board (CCB). This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

The key elements of ORS 279C.830(2) and ORS 279C.836 specify that:

- Specifications for every contract for public works must contain language stating that the contractor and every subcontractor must have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.
- Every contract awarded by a contracting agency must contain language requiring the contractor:
 - To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt; and
 - To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the CCB before starting work on the project unless otherwise exempt
- Every subcontract that a contractor or subcontractor awards in connection with a public works contract between a contractor and a public agency must require any subcontractor to have a public works bond filed with the CCB before starting work on the public works project, unless otherwise exempt.
- Before permitting a subcontractor to start work on a public works project, contractors must first verify their subcontractors either have filed the bond, or have elected not to file a public works bond due to a bona fide exemption.
- The PWR bond is to be used exclusively for unpaid wages determined to be due by the Bureau of Labor & Industries.
- The bond is in effect continuously (you do not have to have one per project).
- A public works bond is in addition to any other required bond the contractor or subcontractor is required to obtain.

Exemptions:

- Allowed for a disadvantaged business enterprise, a minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055, for the first FOUR years of certification;
 - Exempt contractor must still file written verification of certification with the CCB, and give the CCB written notice that they elect not to file a bond.
 - The prime contractor must give written notice to the public agency that they elect not to file a public works bond.
 - Subcontractors must give written notice to the prime contractor that they elect not to file a public works bond.
- For projects with a total project cost of \$100,000 or less, a public works bond is not required. (Note this is the total project cost, not an individual contract amount.)
- Emergency projects, as defined in ORS 279A.010(f).

PREVAILING WAGE RATES

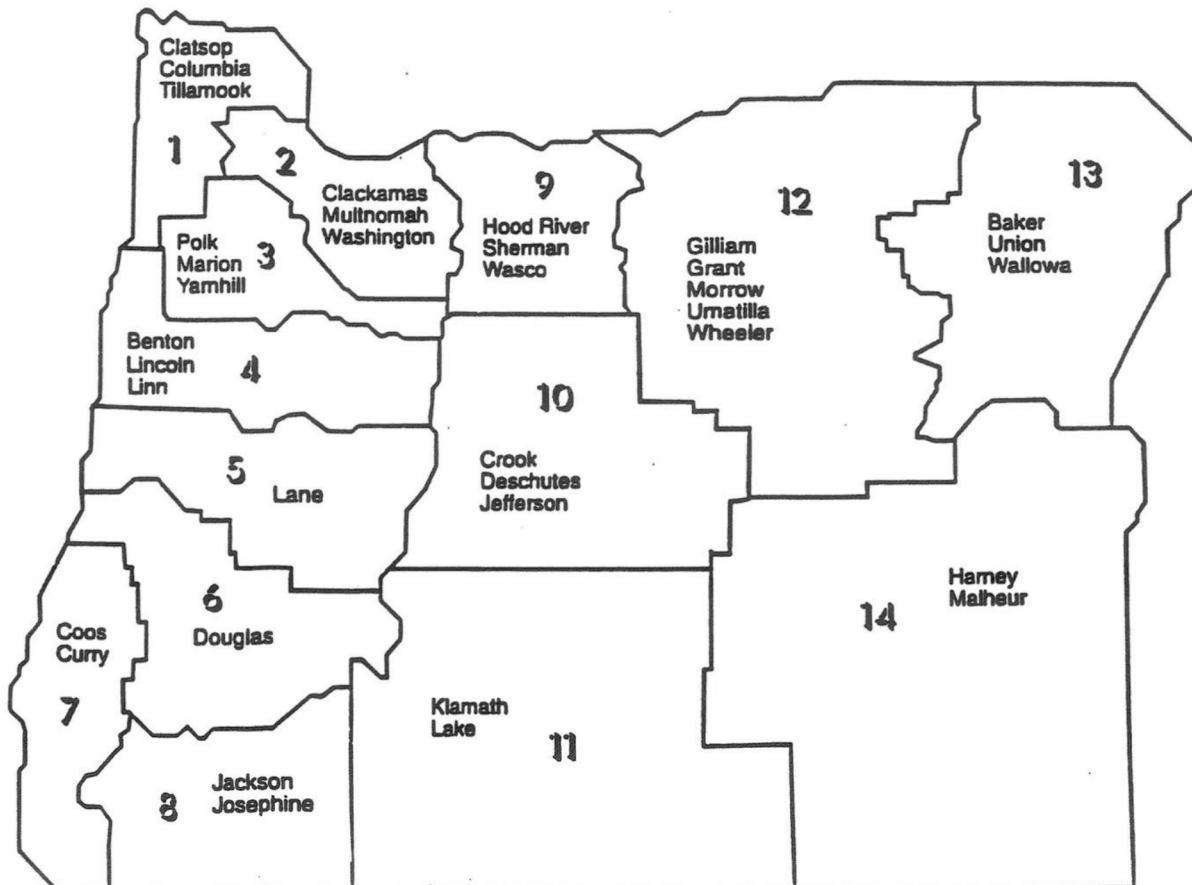
FINDING THE CORRECT PREVAILING WAGE RATE

To find the correct rate(s) required on your public works project, you will need:

- the date the project was first advertised for bid
- the county your project is in
- the duties of workers on the job

Generally, the rate you should look for is based on the date the project was first advertised for bid. (See OAR 839-025-0020(8) for information about projects that contract through a CM/GC, or contract manager/general contractor.)

The Labor Commissioner must establish the prevailing rate of wage for each region as defined in law. (See ORS 279C.800.) Each region is comprised of one to five counties. See below instructions on locating the correct prevailing wage rate for your public works project.



To find the correct rate in this rate book:

1. Determine the duties that are being performed by each worker. Use the booklet Definitions of Covered Occupations to find the definition that most closely matches the actual work performed by the worker. You can find this publication online at <https://www.oregon.gov/boli/employers/Pages/occupational-definitions.aspx>.

2. Find the correct occupation in the “Prevailing Wage Rate for Public Works Contracts” below. The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate. The combination of these two amounts must be paid to each worker. Watch for possible zone differential, shift differential, and/or hazard pay. If the occupation lists different rates for different Areas of the state, locate the Area that includes the county where the project is located.

Apprentices must be paid consistent with their registered apprenticeship program standard. You can find apprenticeship rates on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. You may also contact the agency to confirm the correct apprenticeship rate.

The “Prevailing Wage Rate Laws” handbook provides specific information and answers questions regarding prevailing wage laws and is available on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>.

If you have any questions about any of this information, please contact the Bureau of Labor & Industries at PWR.Email@boli.oregon.gov or (971) 353-2416.

January 5, 2023

Prevailing Wage Rates by Occupations—Table of Contents

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<u>ASBESTOS WORKER/INSULATOR</u>	57.17	22.27
Firestop Containment	42.38	16.19
 <u>BOILERMAKER</u>	 40.40	 31.90
 <u>BRICKLAYER/STONEMASON</u>	 43.00	 24.25

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

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

CARPENTER

Zone A (Base Rate)

Group 1	44.80	19.21
Group 2	44.97	19.21
Group 3	50.24	19.21
Group 4		Eliminated
Group 5	45.40	19.21
Group 6	45.74	19.21

Zone Differential for Carpenters

Add to Zone A Base Rate

Zone B	1.25 per hour
Zone C	1.70 per hour
Zone D	2.00 per hour
Zone E	3.00 per hour
Zone F	5.00 per hour
Zone G	10.00 per hour

Zone A: Projects located within 30 miles of the respective city hall of the cities listed. Zone B: More than 30 miles but less than 40 miles.

Zone C: More than 40 miles but less than 50 miles.

Zone D: More than 50 miles but less than 60 miles.

Zone E: More than 60 miles but less than 70 miles.

Zone F: More than 70 miles but less than 100 miles.

Zone G: More than 100 miles.

Reference Cities for Group 1 and 2 Carpenters

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

See more Reference Cities for Zone Differential on page 7

CARPENTER (continued)

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

Zones for **Group 6** Carpenter are determined by the distance between the project site and **either**

- 1) The worker's residence; **or**
- 2) City Hall of a reference city listed, whichever is closer.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road via Google Maps) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Group 2, 5 and 6:

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

Group 1 and 3:

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

Group 5 and 6:

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

Group 6:

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

CEMENT MASON

This trade is tended by "Concrete Laborer."

Group 1	39.97	23.00
Group 2	40.81	23.00
Group 3	40.81	23.00
Group 4	41.64	23.00

Zone Differential for Cement Mason

Add to Basic Hourly Rate

Zone A	3.00 per hour
Zone B	5.00 per hour
Zone C	10.00 per hour

Zone A: Projects located 60-79 miles of the respective city hall of the Reference Cities listed below.

Zone B: Projects located 80-99 miles of the respective city hall of the Reference Cities listed below.

Zone C: Projects located 100 or more miles of the respective city hall of the Reference Cities listed below (Page 8).

CEMENT MASON (continued)

Reference Cities for Cement Mason

Bend	Eugene	Pendleton	Salem	Vancouver
Corvallis	Medford	Portland	The Dalles	

When a contractor takes current employees to a project that is located more than 59 miles from the city hall of the Reference City that is closest to the contractor’s place of business, Zone Pay is to be paid for the distance between the city hall of the identified Reference City and the project site.

Note: All miles are to be determined on the basis of road miles using the normal route (shortest time – best road), from the city hall of the Reference City closest to the contractor’s place of business and the project.

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	95.32	19.21
DIVER TENDER	51.32	19.21

- 1) For those workers who reside within a reference city below, their zone pay shall be computed from the city hall of the city wherein they reside.
- 2) For those workers who reside nearer to a project than is the city hall of any reference city below, the mileage from their residence may be used in computing their zone pay differential.
- 3) The zone pay for all other projects shall be computed from the city hall of the nearest reference city listed below.

Zone Differential for Diver/Diver Tender

Add to Zone 1 Base Rate

Zone 2	1.25 per hour
Zone 3	1.70 per hour
Zone 4	2.00 per hour
Zone 5	3.00 per hour
Zone 6	5.00 per hour
Zone 7	10.00 per hour

- Zone 1: Projects located within 30 miles of city hall of the reference cities listed.
- Zone 2: More than 30 miles, but less than 40 miles.
- Zone 3: More than 40 miles, but less than 50 miles.
- Zone 4: More than 50 miles, but less than 60 miles.
- Zone 5: More than 60 miles, but less than 70 miles.
- Zone 6: More than 70 miles, but less than 100 miles.
- Zone 7: More than 100 miles.

Reference Cities for Diver/Diver Tender

Bend	Longview	North Bend
Eugene	Medford	Portland

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

DIVER & DIVER TENDER (continued)

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road via Google Maps) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Diver Depth Pay:

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

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

Diver Enclosure Pay (working without vertical escape):

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

DREDGER

Zone A (Base Rate)

Leverman (Hydraulic & Clamshell)	53.94	16.45
Assistant Engineer (Watch Engineer, Mechanic Machinist)	50.78	16.45
Tenderman (Boatman Attending Dredge Plant), Fireman	49.29	16.45
Fill Equipment Operator	48.12	16.45
Assistant Mate	45.42	16.45

Zone Differential for Dredgers

Add to Zone A Base Rate

Zone B	3.00 per hour
Zone C	6.00 per hour

Zone mileage based on road miles:

- Zone A: Center of jobsite to no more than 30 miles from the city hall of Portland.
- Zone B: More than 30 miles but not more than 60 miles.
- Zone C: Over 60 miles.

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	44.74	18.91
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	44.74	18.91

Zone Differential for Lather, Acoustical Carpenter & Ceiling Installer

Zone mileage based on road miles:

Zone B	61-80 miles	6.00 per hour
Zone C	81-100 miles	9.00 per hour
Zone D	101 or more	12.00 per hour

The correct transportation allowance shall be based on AAA road mileage from the City Hall of the transportation reference cities herein listed.

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

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

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

ELECTRICIAN

Area 1 (Region 14)

Electrician	43.97	19.26
Lighting Maintenance and Material Handler	21.55	10.30

Reference County

Malheur

Shift Differential*

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

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

See more information on Premium Pay on Page 11.

ELECTRICIAN (continued)

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun’s chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

50 – 90 feet to the ground	Add 1 ½ x the base rate
90+ feet to the ground	Add 2 x the base rate

Pursuant to ORS 279C.815(2)(b), the Electrician Area 6 rate is the highest rate of wage among the collective bargaining agreements for Electrician Areas 1 and 6.

Area 2 (Regions 12 and 13)

Electrician	51.75	24.18
Cable Splicer	54.34	24.26
Certified Welder	56.93	24.34
Material Handler	31.05	13.06

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Add 50% of the base rate when workers are required to work under the following conditions:

- 1) Under compressed air with atmospheric pressure exceeding normal pressure by at least 10%.
- 2) From trusses, swing scaffolds, bosun’s chairs, open platforms, unguarded scaffolds, open ladders, frames, tanks, stacks, silos and towers where the workman is subject to a direct fall of (a) more than 60 feet or (b) into turbulent water under bridges, powerhouses or spillway faces of dams.

Area 3 (Regions 4, 5, 6 and 7)

Electrician	48.58	23.20
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Reference Counties

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

Shift Differential*

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

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

See more information on Premium Pay on Page 12.

ELECTRICIAN (continued)

When workers are required to work under compressed air or where gas masks are required, or to work from trusses, all scaffolds including mobile elevated platforms, any temporary structure, bosun’s chair or on frames, stacks, towers, tanks, within 15’ of the leading edges of any building at a distance of:

- 50 – 75 feet to the ground Add 1 ½ x the base rate
- 75+ feet to the ground Add 2 x the base rate

High Time is not required to be paid on any permanent structure with permanent adequate safeguards (handrails, mid-rails, and toe guards). Any vehicle equipped with outriggers are exempted from this section.

Area 4 (Regions 3, 4, 5, and 10)

Electrician	51.67	20.58
Cable Splicer	56.84	20.74
Lighting Maintenance/Material Handler	24.29	10.38

Reference Counties for Area 4

- | | | | |
|---------------------------------|-------------------------------|----------------------------------|---------|
| Benton | Deschutes | Lane | Lincoln |
| Crook | Jefferson | Linn | |
| Marion – See Area 5 rate | Polk – See Area 5 rate | Yamhill – See Area 5 rate | |

Shift Differential*

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

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

Area 5 (Regions 1, 2, 3 and 9)

Electrician	57.35	28.94
Electrical Welder	63.09	29.11
Material Handler/Lighting Maintenance	32.69	19.45

Reference Counties

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

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

ELECTRICIAN (continued)

Shift Differential*

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

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

Zone Pay for Area 5 – Electrician and Electrical Welder

Add to Basic Hourly Rate

Zone mileage based on air miles:

Zone 1	31-50 miles	1.50 per hour
Zone 2	51-70 miles	3.50 per hour
Zone 3	71-90 miles	5.50 per hour
Zone 4	Beyond 90	9.00 per hour

There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the following cities:

Astoria	Seaside	Tillamook
Hood River	The Dalles	

Further, the free zone at the Oregon coast shall extend along Hwy 101 west to the ocean Hwy 101 east 10 miles if not already covered by the above 15-mile free zone.

Area 6 (Regions 6, 8, 11 and 14)

Electrician	43.97	19.26
Lighting Maintenance and Material Handler	21.55	10.30

Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Douglas – **See Area 3 rate**

Shift Differential

1 st Shift “day”	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift “swing”	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 7.5% for all hours worked
3 rd Shift “graveyard”	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 15% for all hours worked.

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

ELECTRICIAN (continued)

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

50 – 90 feet to the ground	Add 1 ½ x the base rate
90+ feet to the ground	Add 2 x the base rate

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1 (Regions 12 and 13)

Mechanic	62.25	42.32
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Reference Counties

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

Area 2 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14)

Mechanic	62.51	42.34
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Reference Counties

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

<u>FENCE CONSTRUCTOR (NON-METAL)</u>	34.98	16.55
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<u>FENCE ERECTOR (METAL)</u>	34.98	16.55
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<u>GLAZIER</u>	45.82	25.40
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Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.

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

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

<u>HAZARDOUS MATERIALS HANDLER</u>	29.03	15.18
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HIGHWAY/PARKING STRIPER

38.18 15.08

Shift Differential

Add \$1.85/hour to base rate for shifts that start between 3:00pm and 4:00am.

IRONWORKER

Zone 1 (Base Rate):

42.27 32.53

Zone Differential for Ironworker

Add to Basic Hourly Rate

- Zone 2 **6.88/hr.** or \$55.00 maximum per day
- Zone 3 **10.00/hr.** or \$80.00 maximum per day
- Zone 4 **12.50/hr.** or \$100.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.

Zone 2: More than 46 miles, but less than 60 miles.

Zone 3: More than 61 miles, but less than 100 miles.

Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using the quickest route per Google Maps and computed from the city hall or dispatch center of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Medford Portland

LABORER

Zone A (Base Rate):

Group 1	34.98	16.55
Group 2	36.25	16.55
Group 3 (Flagger)	30.38	16.55
Group 4 (Landscape Laborer)	24.17	16.55

Zone Differential for Laborers

Add to Zone A Base Rate

- Zone B **.85** per hour
- Zone C **1.25** per hour
- Zone D **2.00** per hour
- Zone E **4.00** per hour
- Zone F **5.00** per hour

Zone A: Projects located within 30 miles of city hall in the reference cities listed.

Zone B: More than 30 miles but less than 40 miles.

Zone C: More than 40 miles but less than 50 miles.

Zone D: More than 50 miles but less than 80 miles.

Zone E: More than 80 miles but less than 100 miles.

Zone F: More than 100 miles.

See Reference Cities for Zone Differentials on Page 16.

LABORER (continued)

Reference Cities for Laborer

Albany	Burns	Hermiston	Roseburg
Astoria	Coos Bay	Klamath Falls	Salem
Baker City	Eugene	Medford	The Dalles
Bend	Grants Pass	Portland	

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

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

LANDSCAPE LABORER/TECHNICIAN (Laborer Group 4) **24.17** **16.55**

LIMITED ENERGY ELECTRICIAN

Area 1 (Region 14) **33.76** **17.24**

Reference County

Malheur

Pursuant to ORS 279C.815(2)(b), the Limited Energy Electrician Area 6 rate is the highest rate of wage among the collective bargaining agreements for Limited Energy Electrician Areas 1 and 6.

Area 2 (Regions 12 and 13) **34.51** **16.04**

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Area 3 (Regions 4, 5, 6 and 7) **38.86** **20.81**

Reference Counties

Benton	Curry	Lane	Linn
Coos	Douglas	Lincoln	

Area 4 (Regions 3, 4, 5 and 10) **38.44** **17.62**

Reference Counties

Deschutes	Jefferson
Crook	

Benton – See Area 3 rate	Linn – See Area 3 rate	Polk – See Area 5 rate
Lane – See Area 3 rate	Marion – See Area 5 rate	Yamhill – See Area 5 rate

LIMITED ENERGY ELECTRICIAN (continued)

Area 5 (Regions 1, 2, 3 and 9) **47.66** **22.97**

Reference Counties

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

Area 6 (Regions 6, 8, 11 and 14) **33.76** **17.24**

Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Douglas – See Area 3 rate

LINE CONSTRUCTOR

Area 1 (All Regions)

Group 1	64.58	24.31
Group 2	57.66	23.99
Group 3	35.58	15.44
Group 4	49.59	20.43
Group 5	43.25	17.50
Group 6	35.75	17.16
Group 7	20.71	12.56

Reference Counties

All counties

Pursuant to ORS 279C.815(2)(b), the Line Constructor Area 1 rate is the highest rate of wage among the collective bargaining agreements for Line Constructor Area 1 and Area 2.

MARBLE SETTER **44.00** **24.25**

This trade is tendered by "Tile, Terrazzo, & Marble Finishers."

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

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	30.72	14.18
INDUSTRIAL PAINTING	32.52	14.18
BRIDGE PAINTING	38.19	14.18

Shift Differential for Painter

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

PAINTER & DRYWALL TAPER (continued)

DRYWALL TAPER

Zone A (Base Rate) **42.52** **19.13**

Zone Differential for Drywall Taper Add to Zone A Base Rate

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

Dispatch Cities for Drywall Taper

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

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

Note: Zone pay is based on AAA Road Mileage.

PLASTERER AND STUCCO MASON

This trade is tended by "Tenders to Plasterers."

Zone A (Base Rate) **41.16** **19.23**

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

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

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

Reference Cities for Plasterer & Stucco Mason

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

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

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

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1 (Regions 13 and 14)

34.00

17.07

Reference Counties

Harney Malheur

Baker – **See Area 2 rates**

Zone Differential for Area 1

Add to Base Rate

- Zone 1 **2.50** per hour
- Zone 2 **3.50** per hour
- Zone 3 **5.00** per hour

Zone mileage based on road miles:

Zone 1: Forty (40) to fifty five (55) miles from City Hall in Boise, Idaho.

Zone 2: Fifty five (55) to one hundred (100) miles from City Hall in Boise, Idaho.

Zone 3: Over one hundred (100) miles from City Hall in Boise, Idaho.

Add \$2.21 to base rate if it is possible for worker to fall 30 ft. or more, or if required to wear a fresh-air mask or similar equipment for 2 hours or more.

Area 2 (Regions 12 and 13)

54.00

34.11

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Zone Differential for Area 2

Add to Base Rate

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

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

Zone mileage based on road miles:

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

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

Area 3 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12)

50.68

35.00

Reference Counties

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

Gilliam – **See Area 2 rate**

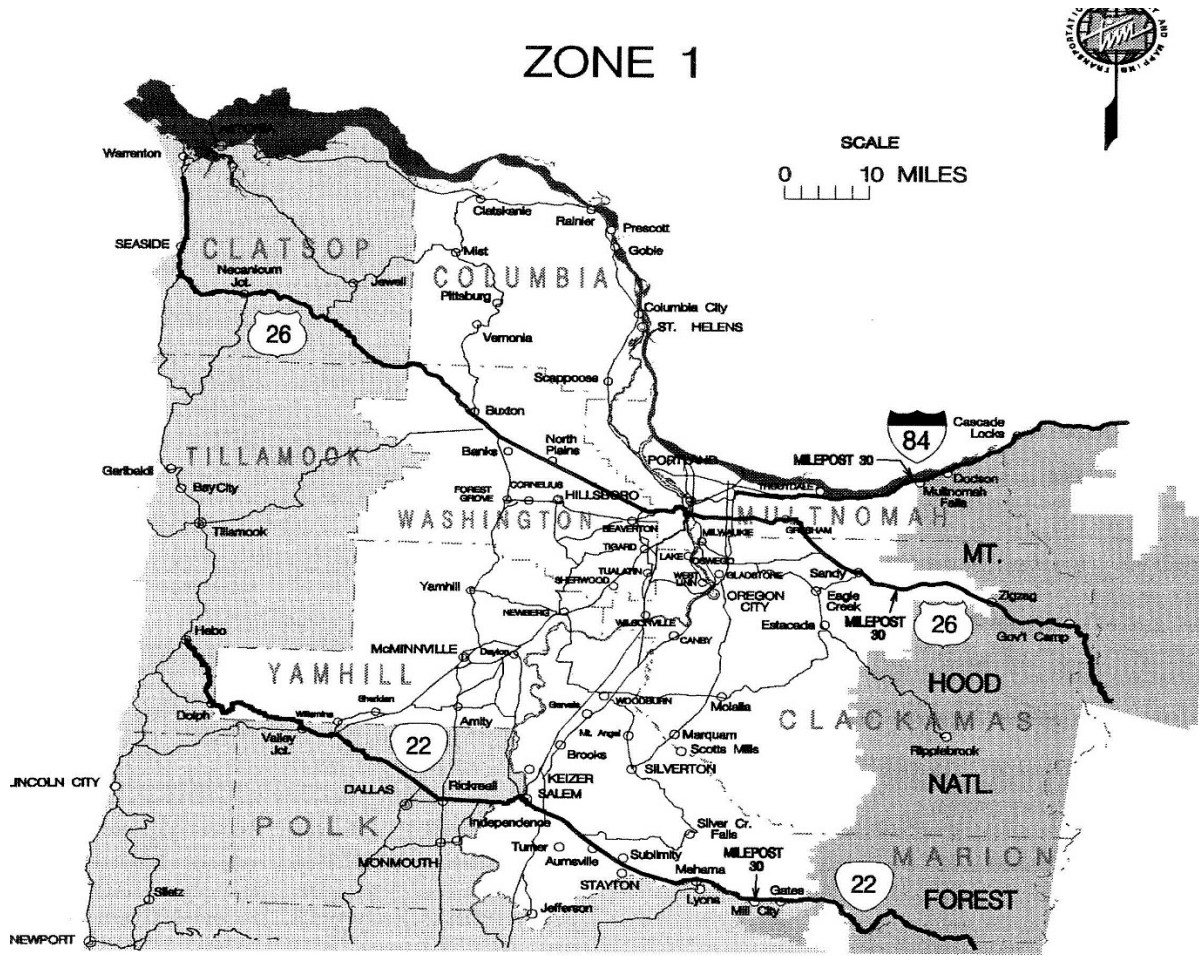
Wheeler – **See Area 2 rate**

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	54.13	18.15
Group 1A	56.29	18.15
Group 1B	58.45	18.15
Group 2	52.22	18.15
Group 3	51.07	18.15
Group 4	47.74	18.15
Group 5	46.50	18.15
Group 6	43.28	18.15

POWER EQUIPMENT OPERATOR MAP



Zone Pay Differential for Power Equipment Operator
Add to Zone 1 Base Rate

Zone 2	3.00 per hour
Zone 3	6.00 per hour

For projects in the following metropolitan counties:

- | | | |
|-----------|-----------|------------|
| Clackamas | Marion | Washington |
| Columbia | Multnomah | Yamhill |

POWER EQUIPMENT OPERATOR (continued)

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

(A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.

(C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

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

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

Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable.

Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation.

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 353-2416.

Shift Differential

Two-Shift Operations:

On a two-shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

See more information on Shift Differentials on Page 22.

POWER EQUIPMENT OPERATOR (continued)

Three-Shift Operations:

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

ROOFER

Area 1 (Regions 1, 2, 9, 10, 12 and 13)

38.78

20.48

Reference Counties

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

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

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

Area 2 (Regions 3, 4, 5, 6, 7, 8, 10, 11 and 14)

32.55

18.65

Reference Counties

Benton	Harney	Lake	Malheur
Coos	Jackson	Lane	Marion
Curry	Josephine	Lincoln	Polk
Douglas	Klamath	Linn	Yamhill

Crook – **See Area 1 rates** Deschutes – **See Area 1 rates**

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

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

Area 4 (Regions 12 and 13)

38.78

20.48

Reference Counties

Umatilla	Union	Wallowa
----------	-------	---------

Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.

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

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

ROOFER (Continued)

Area 5 (Region 12) **38.78** **20.48**

Reference County

Morrow

Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.

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

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

SHEET METAL WORKER

Area 1 (Regions 1, 2, 3, 4, 9 and 12) **45.80** **25.46**

Reference Counties

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

Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid.

Area 2 (Regions 13 and 14) ----- -----

Reference Counties

Baker – **See Area 3 rate** Malheur – **See Area 6 rate**

Area 3 (Regions 12 and 13) **44.09** **25.28**

Reference Counties

Baker	Union	Wallowa
Morrow – See Area 1 rate	Umatilla – See Area 1 rate	

Add \$.45 to base rate for work performed on any swinging stage, swinging scaffold or boson chair in excess of thirty (30) feet above the ground.

Add \$1.00 to base rate for work where it is necessary to wear a chemically activated type face mask.

SHEET METAL WORKER (continued)

Area 4 (Regions 5 and 6) **37.78** **22.72**

Reference Counties

Douglas Lane

Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid.

Area 5 (Region 7) **38.14** **23.76**

Reference Counties

Coos Curry

Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid.

Area 6 (Regions 7, 8, 11 and 14) **32.12** **21.39**

Reference Counties

Harney Josephine Lake
Jackson Klamath Malheur

Curry – **See Area 5 rate**

Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid.

Area 7 (Region 10) **35.36** **21.31**

Reference Counties

Crook Deschutes Jefferson

Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid.

SOFT FLOOR LAYER **37.23** **18.17**

SPRINKLER FITTER

Area 1 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14)

44.13 25.84

Reference Counties

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

Area 2 (Regions 12, 13, 14)

37.81 25.84

Reference Counties

Baker	Union	Wallowa	
Gilliam – See Area 1 rate	Malheur – See Area 1 rate	Umatilla – See Area 1 rate	
Grant – See Area 1 rate	Morrow – See Area 1 rate		

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

38.79 16.55

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

TENDER TO PLASTERER AND STUCCO MASON

Zone A (Base Rate)

37.62 16.55

Zone Differential for Tender to Plasterer and Stucco Mason

Add to Zone A Base Rate

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

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

Reference Cities

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

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

TESTING AND BALANCING (TAB) TECHNICIAN

For work performed under the [Sheet Metal](#) classification, including Air-Handling Equipment, Ductwork

See [SHEET METAL WORKER RATE](#)

For work performed under the [Plumber/Pipefitter/Steamfitter](#) classification, including Water Distribution Systems

See [PLUMBER/PIPEFITTER/STEAMFITTER RATE](#)

TILE SETTER/TERRAZZO WORKER: Hard Tile Setter **37.65** **20.83**

This trade is tended by "Tile, Terrazzo, & Marble Finisher."

Add \$1.00 when performing terrazzo work.

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

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER **28.29** **15.30**

Add \$1.00 when performing terrazzo work.

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

2. BRICK & MARBLE FINISHER **28.29** **15.43**

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

TRUCK DRIVER

Zone A (Base Rate)

Group 1	30.09	16.73
Group 2	30.23	16.73
Group 3	30.37	16.73
Group 4	30.67	16.73
Group 5	30.91	16.73
Group 6	31.10	16.73
Group 7	31.32	16.73

Zone differential for Truck Drivers

Add to Zone A Base Rate

Zone B	.65 per hour
Zone C	1.15 per hour
Zone D	1.70 per hour
Zone E	2.75 per hour

See more information on Zone Differentials on Page 27.

TRUCK DRIVER (Continued)

Zone A: Projects within 30 miles of the cities listed.
Zone B: More than 30 miles but less than 40 miles.
Zone C: More than 40 miles but less than 50 miles.
Zone D: More than 50 miles but less than 80 miles.
Zone E: More than 80 miles.

Reference Cities

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

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2023**

To: All Oregon Contracting Agencies

Pursuant to ORS 279C.860, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list. You can find the most current and up to date list of contractors ineligible to receive public works contracts on our website at <https://www.oregon.gov/boli/employers/Pages/pwr-ineligible-contractors.aspx>.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator in Portland at (971) 353-2416.

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1.	A1 Dumptruck Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
2.	Advanced Flagging & Pilot Car Inc. 16400 NE Las Brisas Ct., Apt. 43 Portland, OR 97230 650 NE Holladay St. Portland, OR 97232 16400 NE Las Brisas Ct. Portland, OR 97230	February 5, 2021	February 4, 2024
3.	Barker, Michael 32966 Tennessee Road Lebanon, OR 97355	January 5, 2021	January 4, 2024
4.	Bell-Eddy, Kimberly 8535 Woodard Ave. SE Salem, OR 97317	January 12, 2016	January 11, 2023
5.	Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
6.	Canell's Flagging LLC 731 N Hayden Meadows Dr., Ste 107 Portland, OR 97217	November 24, 2020	November 23, 2023
7.	Canell, Angela 2416 NE 11 th Avenue Portland, OR 97212 529 SE Grand #307 Portland, OR 97214	November 24, 2020	November 23, 2023
8.	CJ Construction, Inc. 2969 Ferguson St NW Salem, OR 97304 846 55 th Ave. Salem, OR 97304	December 11, 2020	November 6, 2023

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2023**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
9.	Covington, Timothy aka Tim York 16055 NE Stanton St. Portland, OR 97230 2933 NE 11 th Ave. Portland, OR 97212 12231 NE Stanton St. Portland, OR 97230	April 13, 2021	April 12, 2024
10.	Diversified Masonry LLC PO Box 144 Ranchester, WY 82839	January 5, 2021	January 4, 2024
11.	Friedman, Jennifer 2526 Ellen Lane NW Salem, OR 97304 4400 Shaw St NW Salem, OR 97304 4400 Salem-Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
12.	Friedman, Scott 2969 Ferguson St NW Salem, OR 97304 4400 Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
13.	Graeme, Eugene 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
14.	Green Thumb Landscape and Maintenance, Inc., aka Green Thumb Landscaping, aka GT General Contracting 4400 Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
15.	Green Thumb LLC, aka Green Thumb Contracting 4400 Salem-Dallas Hwy Salem, OR 97304 4400 Shaw St NW Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
16.	High-N-Shine Concrete Floors 9024 Silver Star Ave. Vancouver, WA 98664	February 3, 2020	February 2, 2023

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2023**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
17.	Hoang, Lisa aka Kim Lien Hoang, aka Lien Kim Hoang, aka Kim Hope, aka Lisa K Ryan, aka Ryan Lien Hoang, aka Kim L Hoang, aka Lien Hoang Ryan, aka Lien K Hoang-Ryan, aka Hoang K Lien, aka Lisa Hall, aka Lisa Kim Ryan, aka Lien Ryan, aka Lien Hoang Ryan, aka Kim Hoang Lien, aka K Lisa Hoang 703 N Hayden Meadows Dr, #206 Portland, OR 97213 731 N Hayden Meadows Dr, #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
18.	Ingram, Christina 2676 Copeland Road Harper, Oregon 97906	May 6, 2022	May 5, 2025
19.	Ingram, Tyrell 2676 Copeland Road Harper, Oregon 97906	May 6, 2022	May 5, 2025
20.	Kim Bell Flagging, Inc. 8535 Woodard Ave. SE Salem, OR 97317	January 12, 2016	January 11, 2023
21.	Miller, David 731 NW Naito Parkway, #215 Portland, OR 97209	June 17, 2020	Not to be Removed
22.	Nam, Sang In dba Cornerstone Janitorial Services 130 NE Danbury Ave. Hillsboro, OR 97124	September 20, 2016	Not to be Removed
23.	Nguyen, Hai T. 9024 Silver Star Ave. Vancouver, WA 98664	February 3, 2020	February 2, 2023
24.	NW Flagging LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2023**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
25.	Oregon Building & Landscaping Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
26.	Pacific NW Drywall & Acoustics LLC aka Pacific NW Drywall& Acoustics LLC 731 NW Naito Parkway #215 Portland, OR 97209	June 17, 2020	Not to be Removed
27.	Polson, Pacharee 9024 Silver Star Ave. Vancouver, WA 98664	February 3, 2020	February 2, 2023
28.	Regional Traffic Management LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
29.	Snake River Construction and Excavation LLC 2676 Copeland Road Harper, Oregon 97906	May 6, 2022	May 5, 2025
30.	Tatom, Alan 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025
31.	Thomas, Antonio 16400 NE Las Brisas Ct., Apt. 43 Portland, OR 97230 650 NE Holladay St. Portland, OR 97232 16400 NE Las Brisas Ct. Portland, OR 97230	February 5, 2021	February 4, 2024
32.	Walker, Phillip 580 Market Street NE Salem, OR 97301	July 10, 2015	July 9, 2025
33.	WCI Construction LLC 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
34.	WWJD Traffic Control, Inc. 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025

**CHRISTINA E. STEPHENSON, COMMISSIONER
BUREAU OF LABOR AND INDUSTRIES**

Prevailing Wage Rate Laws Handbook

The 2022 edition of the ***Prevailing Wage Rate Laws Handbook*** is now available on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>.

In addition to providing this and other PWR publications, Oregon BOLI Labor & Industries' PWR Unit regularly offers free, informational seminars for both public agencies and contractors. The current schedule is available online at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-seminars.aspx>.

If you are interested in being included on our mailing lists for future seminar notifications, please contact us at PWR.Email@boli.oregon.gov or (971) 353-2416.

"General Decision Number: OR20230023 03/17/2023

Superseded General Decision Number: OR20220023

State: Oregon

Construction Type: Building

County: Clackamas County in Oregon.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/20/2023

2 01/27/2023
 3 02/24/2023
 4 03/03/2023
 5 03/10/2023
 6 03/17/2023

BROR0001-014 06/01/2020

	Rates	Fringes
BRICK FINISHER.....	\$ 26.94	14.94
BRICKLAYER.....	\$ 41.20	22.39
TILE FINISHER.....	\$ 26.94	14.81
TILE SETTER.....	\$ 35.35	20.42

 CARP1503-007 06/01/2021

	Rates	Fringes
Carpenters:		
Hardwood floors and batt insulation.....	\$ 43.97	18.56
Including metal stud installation, from work and scaffold building.....	\$ 43.80	18.56

 CARP9001-003 06/01/2022

	Rates	Fringes
Acoustical Ceiling Installer & Drywall Hanger.....	\$ 44.74	18.91
LATHER.....	\$ 44.74	18.91

 ELEC0048-018 01/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 57.35	27.54

 ELEC0048-019 01/01/2023

	Rates	Fringes
ELECTRICIAN		
Computer Installation, telephone installation, HVAC temperature control installation, Electrical low voltage wiring installer and sound technician only.....	\$ 38.22	20.44
Electrical installer alarms and Low voltage wiring for alarms only.....	\$ 47.66	21.67

 * ENGI0701-020 01/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 54.13	16.65
GROUP 1A.....	\$ 56.29	16.65
GROUP 1B.....	\$ 58.45	16.65
GROUP 2.....	\$ 52.22	16.65

GROUP 3.....	\$ 51.07	16.65
GROUP 4.....	\$ 47.74	16.65
GROUP 5.....	\$ 46.50	16.65
GROUP 6.....	\$ 43.28	16.65

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom;

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); BLADE: Auto Grader; Blade Operator-Robotic; Rubber tired scraper with tandem scrapers, multi-engine Trenching Machine-Wheel Operator

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); Rubber Tired Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units.

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE-ROBOTIC: up to and including 20,000 lbs. with any or all attachments; BLADE: Blade operator; Tractor operator with boom attachment; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; HYDRAULIC HOES: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Asphalt Paver; Screed Operator; Rubber-Tired Scraper, single engine, single scraper; Compactor-Self Propelled; Trenching Machine, digging capacity over 3 ft Depth.

GROUP 5: TRACKHOE-HYDRAULIC: up to and including 20,000 lbs.; Boom truck operator; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; HYDRAULIC HOES: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; Concrete Pumper; Concrete Paver; Compactor

GROUP 6: LOADERS: (less than 1 cu yd.); Roller (Non-Asphalt); Oiler; Bobcat/Skid Loader; Grade Checker; Crane oiler

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

IRON0029-011 07/04/2022

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, and Structural).....	\$ 41.62	31.72

LAB00737-005 06/01/2022

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 38.79	16.85

LAB00737-006 06/01/2022

	Rates	Fringes
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Laborers: (Mason Tender-Brick)...\$ 38.79 16.85

LAB00737-007 06/01/2022

Rates Fringes

Laborers: (Mason Tender-Stone)...\$ 38.79 16.85

LAB00737-014 06/01/2022

Rates Fringes

Laborers:

GROUP 1.....\$ 34.98 16.85
GROUP 2.....\$ 36.25 16.85

LABORER CLASSIFICATIONS

GROUP 1: Form-Stripping; Demolition, General Laborer, Power Tool Operator

GROUP 2: Vibrating Plate, Grade Checker, Asphalt Raker

PAIN0010-004 07/01/2022

Rates Fringes

Painters:

Brush, Roller and Spray.....\$ 30.72 14.04

PAIN0101-001 07/01/2022

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 42.52 19.13

PAIN0740-002 01/01/2023

Rates Fringes

GLAZIER.....\$ 49.31 21.81

PAIN1236-007 07/01/2022

Rates Fringes

FLOOR LAYER: Vinyl Flooring.....\$ 35.12 15.66

PLAS0082-004 07/01/2022

Rates Fringes

PLASTERER

Including Stucco.....\$ 41.16 19.23

PLAS0555-006 06/01/2022

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 39.97 21.17

PLUM0290-009 04/01/2022

Rates Fringes

PIPEFITTER

Including HVAC Pipe Installation.....\$ 50.68 31.16

PLUM0290-010 04/01/2022

Rates Fringes

PLUMBER.....\$ 50.68 31.16

ROOF0049-004 07/01/2021

Rates Fringes

ROOFER

Excluding Metal Roof.....\$ 37.43 20.18

SFOR0669-002 01/01/2023

Rates Fringes

SPRINKLER FITTER

Fire Sprinklers.....\$ 44.13 26.40

SHEE0016-013 07/01/2019

Rates Fringes

Sheet Metal Worker

Excluding HVAC Duct Installation.....\$ 41.55 20.44

* SUOR2009-021 11/09/2009

Rates Fringes

LABORER: Landscape.....\$ 12.38 ** 0.00

LABORER: Pipelayer.....\$ 22.63 6.07

MILLWRIGHT.....\$ 17.62 3.19

OPERATOR: Grader/Blade.....\$ 16.00 ** 2.80

SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 24.58 5.76

TRUCK DRIVER: Dump Truck.....\$ 15.67 ** 4.33

TRUCK DRIVER: Water Truck.....\$ 18.11 5.05

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



ANNUAL SECTION 3 SUMMARY REPORTING REQUIREMENTS

FOR RECIPIENTS OF HUD COMMUNITY PLANNING & DEVELOPMENT FUNDING

*TECHNICAL ASSISTANCE ON FORM HUD-60002

Why HUD Enforces Section 3?

Each year the U.S. Department of Housing and Urban Development invests billions of federal dollars into distressed communities for projects designed to build and rehabilitate housing, improve roads, develop community centers, and otherwise assist families achieve the American Dream.

The Section 3 regulation recognizes that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities not only provide “bricks and mortar”, but can also positively impact the lives of local residents who live in the neighborhoods being redeveloped.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD’s legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

Further, as a condition of receiving HUD Community Planning and Development assistance, recipients certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b). Accordingly, the Department has the legal responsibility to monitor recipients for compliance and can impose penalties upon those that fail to meet these obligations.

Applicability of Section 3 to Community Planning & Development Assistance

The requirements of Section 3 apply to recipients of HUD Community Planning and Development funding exceeding \$200,000.

Section 3 covered projects are those in which a *combined* (or aggregate) amount of covered funding exceeding \$200,000, is invested into activities involving **housing construction, demolition, rehabilitation, or other public construction**—i.e., roads, sewers, community centers, etc. [Example: Section 3 applies to the combined investment of more than \$200,000 into multiple single-family housing rehabilitation projects during a program year].

Contractors or subcontractors that receive contracts in excess of \$100,000 for Section 3 covered projects/activities are required to comply with the Section 3 regulations in the same manner as direct recipients.

If the recipient agency receives Section 3 covered funding and invests these funds into covered projects/activities, but no individual contract exceeds \$100,000, responsibility for complying with Section 3 only applies to the recipient.

Accordingly, the recipient must attempt to reach the Section 3 minimum numerical goals found at 24 CFR Part 135.30 by: 1) Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and 2) Offering 30 percent of new employment opportunities to Section 3 businesses.

Section 3 Covered Community Planning and Development funding

- Community Development Block Grants (CDBG)
- Home Investment Partnership Assistance
- Housing Opportunities for Persons with Aids (HOPWA)
- Economic Development Initiative (EDI)
- Brownfield Economic Development Initiative (BEDI)
- Emergency Shelter Grants
- Homeless Assistance
- University Partnership Grants
- Neighborhood Stimulus Program (NSP)
- Certain Grants Awarded Under HUD Notices of Funding Availability (NOFAs)

*NOTE: The requirements of Section 3 only apply to the portion(s) of covered funding that were used for project/activities involving housing construction, rehabilitation, demolition, or other public construction.

Section 3 applies to the entire covered project or activity regardless of whether the activity was fully or partially funded with covered assistance.

Section 3 Covered Recipient Agencies

“Recipient” refers to any entity that receives Section 3 covered financial assistance directly from HUD or from another recipient and includes, but is not limited to any of the following:

- States; Units of Local Government; Native American Tribes; or other Public Bodies
- Public or Private Nonprofit Organizations
- Private Agencies or Institutions
- Mortgagors; Developers; Limited Dividend Sponsors; Builders; Property Managers; Community Housing Development Organizations
- Successors, assignees or transferees of any such entity listed above

- Recipients do NOT include any ultimate beneficiary under the HUD program that Section 3 applies and does NOT refer to contractors.

Triggering the Requirements of Section 3

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities.

If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements of Section 3 have not been triggered. However, each agency must still submit Section 3 annual reports indicating this information.

Recipient Responsibilities Pursuant to Section 3

Each recipient (and their covered contractors, subcontractors, or subrecipients) are required to comply with the requirements of Section 3 for new employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3; and
8. Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

In addition to the responsibilities described above, **State and County agencies or consortia** that distribute covered funds to units of local government, nonprofit organizations, or other subrecipients, must attempt to reach the minimum numerical goals set forth at 24 CFR Part 135.30, regardless of the number of subrecipients that receive covered funding. State or County agencies must also do the following:

1. Inform subrecipients about the requirements of Section 3;
2. Assist subrecipients and their contractors with achieving compliance;
3. Monitor subrecipients' performance with respect to meeting the requirements of Section 3; and
4. Report to HUD on the cumulative Section 3 activities taking place within their jurisdiction on an annual basis.

Section 3 Residents and Business Concerns

Section 3 Residents Are:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

Section 3 Business Concerns Are One of the Following:

1. Businesses that are 51 percent or more owned by Section 3 residents;
2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above.

Recipients can use their discretion for determining the type of verification that is required by prospective Section 3 residents and business concerns. Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

Section 3 Summary Reports (Form HUD-60002)

Annually, each direct recipient of Community Planning and Development funding is required to submit form HUD-60002 to HUD's Economic Opportunity Division in Washington, DC. , preferably online from the following website: www.hud.gov/section3.

Due Date: Form HUD-60002 is due at the same time as annual performance (e.g., CAPERS) reports

The Section 3 Summary Report shall follow the same program, fiscal, or calendar year as the annual performance report and should correspond to the covered projects and activities that were administered during the reporting period.

NOTE: Section 3 reports must be submitted by all agencies that receive Community Planning and Development funding in excess of \$200,000 whether the requirements were triggered or not.

Determining What Should Be Reported on Form HUD-60002

Section 3 Annual Summary Reports are intended to measure each recipient's efforts to comply with the statutory and regulatory requirements of Section 3 in its own operations **AND** those of its covered contractors, subcontractors, and subrecipients. Each submission of form HUD-60002 should indicate the following:

- The total dollar amount of HUD funding that was received by the recipient for covered projects/activities during the specified reporting period.
- The total number of new employees that were hired by the recipient and/or its covered contractors, subcontractors, and subrecipients, as a result of performing or completing covered project/activities.
- The number of new employees that were hired by the recipient (or its covered contractors, subcontractors, and subrecipients), as a result of covered projects/activities, that met the definition of a Section 3 resident.
- The total number of man hours worked on covered projects (optional).
- The aggregate number of hours worked by Section 3 residents on covered projects (optional).
- The total number of Section 3 residents that participated in training opportunities that were made available by the recipient agency, its contractors, subrecipients, or other local community resource agencies.
- The total dollar amount of construction and/or non-construction contracts (or subcontracts) that were awarded with covered funding.
- The dollar amount of the recipient's construction or non-construction contracts (or subcontracts) that were awarded to Section 3 business concerns.
- Detailed narrative descriptions of the specific actions that were taken by the recipient (or its covered contractors, subcontractors, subrecipients, or others) to comply with the requirements of Section 3 and/or meet the minimum numerical goals for employment and contracting opportunities.

Section 3 Reporting and Compliance Determinations

Absent evidence to the contrary, the Department considers recipients of covered funding to be in compliance with Section 3 if they meet the minimum numerical goals set forth at 24 CFR Part 135.30. Specifically:

- a. 30 percent of the aggregate number of new hires shall be Section 3 residents;
- b. 10 percent of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and
- c. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

Recipients that submit Section 3 reports containing **all zeros**, without a sufficient explanation to justify their submission, are in **noncompliance** with the requirements of Section 3.

Failure to comply with the requirements of Section 3 may result in sanctions, including: debarment, suspension, or limited denial of participation in HUD programs pursuant to 24 CFR Part 24.

Recipients that are subject to annual A-133 Audits may also receive an audit finding for failure to submit form HUD-60002 to HUD.

Important Notes for Submitting Form HUD-60002

- Recipients must submit a separate form HUD-60002 for each type of covered funding (*e.g.*, separate reports must be submitted for CDBG and HOME funding).
- Use the online Section 3 Summary Reporting System at: www.hud.gov/section3 to ensure that form HUD- 60002 is received by the Economic Opportunity Division in HUD Headquarters in a timely manner.
- The "reporting period" option in the online Section 3 Summary Reporting System (box #7) lists quarters but the Section 3 reporting is an annual requirement. Accordingly, recipients should select **Quarter 4** to document the total amount of covered activities/projects that were completed during the entire reporting period.
- If the recipient (or its covered contractors, subcontractors and subrecipients) did not hire any new employees during the reporting period, and/or if no covered construction or non-construction contracts were awarded, the recipient must indicate this in Part III of form HUD-60002 and certify that this information is true and accurate by penalty of law.

Where Are Reports Submitted

Form HUD-60002 must be submitted to HUD's Economic Opportunity Division, in Washington, DC. Recipients are strongly encouraged to submit form HUD-60002 online at: www.hud.gov/section3.

Recipients can also download a hard copy of form HUD 60002 from the website listed above. Hard copies shall be submitted via fax or mail to:

U.S. Department of Housing and Urban Development
Attn: Economic Opportunity Division
451 Seventh Street, SW
Room 5235
Washington, DC 20410
202-708-1286 (fax)

Additional Section 3 Guidance and Technical Assistance

The Economic Opportunity Division is committed to providing recipient's guidance and technical assistance for compliance with the requirements of Section 3.

For additional information, please visit the Section 3 website at: www.hud.gov/section3. This webpage provides the following tools and information:

- Section 3 Statute—12 U.S.C. 1701u
- Section 3 Regulation—24 CFR Part 135
- Frequently Asked Questions
- Section 3 Model Programs
- Guidance on Section 3 and Economic Stimulus Funding
- Guidance on Section 3 and the Neighborhood Stimulus Program (NSP)
- Sample Section 3 Certification Forms (residents and business concerns)
- Link to HUD's Local Income Eligibility Calculator
- Link to Section 3 Annual Reporting System(form HUD-60002)
- Downloadable Forms
- Contact Information for Economic Opportunity Division staff
- Email inquiries on Section 3 can be sent to section3@hud.gov



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

PROJECT: Haven House Roof Pitch Project
(Milwaukie, OR)

Background: The Housing & Community Development Division (HCDD) to rehabilitate several components of the existing facility call the Haven Houser Roof Pitch Project. This work will refurbish the entire roof, which increasing the pitch for improved roof drainage, as well as interior drywall work, and low voltage work for wiring at the following addresses: 15170 SE River Road, Milwaukie, Oregon 97267.

Project Estimate: \$350,000 - \$375,000 dollars

Key Dates:

All Basic Bid Work may begin as soon as the Notice to Proceed (“NTP”) is issued

Substantial Completion: 60 Days from NTP

Final Completion: 70 Days from NTP – estimated to be November 17, 2023

Federal Holidays will not be included in these number of days (Example July 4th etc).

Time is of the essence for this Project. Note the Liquidated Damages requirements as described in the Supplemental General Conditions.

The Scope further includes the following Plans, Specifications and Drawings:

If there are questions or clarifications regarding the drawings, please contact Nate Carter of SOLARC Architecture. nate@solarc-a.com

**HAVEN HOUSE
ROOF PITCH
WATER DIVERSION &
INFILTRATION PROJECT**

**For the
CLACKAMAS COUNTY
HOUSING & COMMUNITY DEVELOPMENT DIVISION**

15170 SE River Road
Milwaukie, Oregon 97267

Project No. 22-035

**PROJECT SPECIFICATIONS
BID SET**

23rd March 2023

Prepared by:
SOLARC Architecture, Inc
3115 NE Sandy Blvd., Suite 224
Portland, Oregon 97232

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<p><u>ARCHITECT</u> Divisions:</p> <p>SOLARC Architecture Nate Carter</p>	<p><u>MECHANICAL ENGINEER</u> Divisions:</p> <p>NOT APPLICABLE</p>
<p><u>CIVIL ENGINEER</u> Divisions:</p> <p>PACE Engineering Brian Lee</p>	<p><u>PLUMBING ENGINEER</u> Divisions:</p> <p>NOT APPLICABLE</p>
<p><u>STRUCTURAL ENGINEER</u> Divisions:</p> <p>NOT APPLICABLE</p>	<p><u>ELECTRICAL ENGINEER</u> Divisions:</p> <p>NOT APPLICABLE</p>

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under Owner's separate contracts.
5. Owner-furnished/Contractor-installed (OFCI) products.
6. Contractor's use of site and premises.
7. Coordination with occupants.
8. Work restrictions.
9. Specification and Drawing conventions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Haven House – Roof Pitch, Water Diversion, & Infiltration Project

1. Project Location: 15170 SE River Road, Milwaukie, Oregon 97267.

B. Owner: Clackamas County – Housing & Community Development Division

1. Owner's Representative: Steve Kelly; SteveKel@Clackamas.us; 971.284.9949

C. Architect: SOLARC Architecture, Inc.

1. Architect's Representative: Nate Carter; Nate@Solarc-A.com; 971.344.1919

D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. Civil Engineer: PACE Engineering
 - a. Civil Representative: Brian Lee; BrianL@PaceEngrs.com; 503.597.3222

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Replacement of the roof wood framing to re-pitch the roof, replacement the rock retaining in the back yard, improvement site stormwater drainage, and other Work indicated in the Contract Documents.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

- A. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1.6 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions. Email will constitute written permission for this requirement.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.
 2. Don't produce Noise, Vibration, Duct, and Odors over allowable limits established by Clackamas County that will affect surrounding neighbors.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances within the existing site is not permitted.
- F. Employee Identification: Provide identification of Contractor personnel working on Project site.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
1. Maintain list of approved screened personnel with Owner's representative.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit digital copy of each request for consideration the Architect and Owner. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form acceptable to Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific

features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 14 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 21 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- b. Substitution request is fully documented and properly submitted.
- c. Requested substitution will not adversely affect Contractor's construction schedule.
- d. Requested substitution has received necessary approvals of authorities having jurisdiction.
- e. Requested substitution is compatible with other portions of the Work.
- f. Requested substitution has been coordinated with other portions of the Work.
- g. Requested substitution provides specified warranty.
- h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Architect will consider requests for substitution if received within **30** days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
- b. Requested substitution does not require extensive revisions to the Contract Documents.

- c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- d. Substitution request is fully documented and properly submitted.
- e. Requested substitution will not adversely affect Contractor's construction schedule.
- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.3 GENERAL COORDINATION PROCEDURES

- 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 included in 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 installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities 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.

1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 2. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 3. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 4. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are

Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.

1.5 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Owner name.
 2. Owner's Project number.
 3. Name of Architect.
 4. Architect's Project number.
 5. Date.
 6. Name of Contractor.
 7. RFI number, numbered sequentially.
 8. RFI subject.
 9. Specification Section number and title and related paragraphs, as appropriate.
 10. Drawing number and detail references, as appropriate.
 11. Field dimensions and conditions, as appropriate.
 12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 13. Contractor's signature.
 14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow 14 days for Architect's response for each RFI. RFIs received by Architect after 3:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal.
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Owner in writing within 7 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use of software log that is part of web-based Project management software is acceptable. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within 3 days if Contractor disagrees with response.
- 1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES
- A. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings may be provided by Architect for Contractor's use during construction.
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.

3. Digital Drawing Software Program: Contract Drawings are available in 2023 AutoCAD. Earlier versions AutoCAD are available upon request but are limited to the 2000 version of AutoCAD or newer.
 4. Contractor shall execute a data licensing agreement in the form of a Electric Drawing Release included in Project Manual, located immediately after this section.
 - a. Subcontractors, and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement for each request.
 - b. Access to Sub-Consultant digital data files may require an additional data licensing agreement.
 5. The digital data files available are limited to those that are included in the Contract Drawing set.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 14 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Property Tenant Representative, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Critical work sequencing and long lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Use of web-based Project software.
 - g. Procedures for processing field decisions and Change Orders.

- h. Procedures for RFIs.
 - i. Procedures for testing and inspecting.
 - j. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents.
 - l. Submittal procedures.
 - m. Preparation of Record Documents.
 - n. Use of the premises and existing building.
 - o. Work restrictions.
 - p. Working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Security.
 - aa. Progress cleaning.
3. Minutes: Contractor is responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for 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 Architect and Owner of 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. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Possible conflicts.

- i. Compatibility requirements.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's written instructions.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities and controls.
 - q. Space and access limitations.
 - r. Regulations of authorities having jurisdiction.
 - s. Testing and inspecting requirements.
 - t. Installation procedures.
 - u. Coordination with other work.
 - v. Required performance results.
 - w. Protection of adjacent work.
 - x. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 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 earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals.
1. Attendees: In addition to representatives of Owner and Architect, 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 meeting shall be familiar with 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 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.
 - 1) Review schedule for the three weeks ahead of meeting date.

- 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 Security.
 - 8) Site use.
 - 9) Temporary facilities and controls.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of correction of deficient items.
 - 13) Field observations.
 - 14) Status of RFIs.
 - 15) Status of Proposal Requests.
 - 16) Pending changes.
 - 17) Status of Change Orders.
 - 18) Pending claims and disputes.
 - 19) Documentation of information for payment requests.
- 3. Minutes: Contractor is responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

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Project Name: Clackamas County: Haven House Roof Pitch, Water Diversion, and Infiltration Project

Solarc Job Number: 22-035

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I have read and understand the above statement and agree per my signature below:

Name: _____

Date: _____

Reason for Request: _____

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF file.
 - 2. Paper copies, of sufficient size to display entire period or schedule, as requested.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.
- E. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

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

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 - 1. Contract completion date to not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the long lead items and major items, requiring a cycle of more than 30 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 4. Startup and Testing Time: Include no fewer than 14 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 6. Punch List and Final Completion: Include not more than 14 days for completion of punch list items and final completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Uninterruptible services.
 - c. Use-of-premises restrictions.
 - d. Seasonal variations.
 - e. Environmental control.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and the Contract Time.
- G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule two days before each regularly scheduled progress meeting.
1. Revise 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 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 final completion percentage for each activity.
- H. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by 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 in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1.7 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 1. List of subcontractors at Project site.
 2. Equipment at Project site.
 3. Material deliveries.
 4. High and low temperatures and general weather conditions, including presence of rain or snow.
 5. Testing and inspection.
 6. Accidents.
 7. Meetings and significant decisions.
 8. Stoppages, delays, shortages, and losses.
 9. Meter readings and similar recordings.
 10. Emergency procedures.
 11. Orders and requests of authorities having jurisdiction.
 12. Change Orders received and implemented.
 13. Construction Change Directives received and implemented.
 14. Services connected and disconnected.
 15. Equipment or system tests and startups.
 16. Partial completions and occupancies.

17. Substantial Completions authorized.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Submittal schedule requirements.
 - 2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Architect.
 - 4. Name of Contractor.
 - 5. Names of subcontractor, manufacturer, and supplier.
 - 6. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
 - 7. Category and type of submittal.
 - 8. Submittal purpose and description.

9. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 10. Drawing number and detail references, as appropriate.
 11. Indication of full or partial submittal.
 12. Location(s) where product is to be installed, as appropriate.
 13. Other necessary identification.
 14. Remarks.
 15. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
- B. 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. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of 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 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow 14 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. 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.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's Submittal Review document.

1.6 SUBMITTAL REQUIREMENTS

- A. 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 published data are unsuitable 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 catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. 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. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.

- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing

color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample sets; remainder will be returned.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Test and Research Reports:
1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: 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 approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include 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.
 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.

- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are 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. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) in accordance with 29 CFR 1910.7, by a testing agency accredited in accordance with NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a

testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 DELEGATED DESIGN SERVICES

- 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.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Statement: Submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is 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, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

A. Shop Drawings:

1. Include plans, sections, elevations, and details, indicating materials and size of construction.
2. Indicate manufacturer and model number of individual components.
3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

B. Testing Agency Qualifications: For testing agencies specified in "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.

C. Permits, Licenses, and Certificates: For Owner's record, 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.

1.7 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and 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 time of sample taking and testing and inspection.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Statement on condition of substrates and their acceptability for installation of product.
 2. Statement that products at Project site comply with requirements.
 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Statement that equipment complies with requirements.
 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 3. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
 - 1. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.9 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 types of testing and inspection they are engaged to perform.
 - 2. 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.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 1. Engage a qualified testing agency to perform quality-control services.

- a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection 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 inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. 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.
- D. Testing Agency Responsibilities: Cooperate with Architect or Owner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Owner, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations 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 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 duties of Contractor.
- E. 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 Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit 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 agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
6. Security and protection for samples and for testing and inspection equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.10 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 Owner, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: 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 Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Owner, and authorities' having jurisdiction reference during normal working hours.
1. Submit log at Project closeout as part of Project Record Documents.
- 3.2 REPAIR AND PROTECTION
- A. General: On completion of testing, inspection, 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 or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities to be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use with metering. Provide connections and extensions of services and metering as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use with metering. Provide connections and extensions of services and metering as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
3. Indicate methods to be used to avoid trapping water in finished work.

1.4 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.
- C. Accessible Temporary Egress: Comply with applicable provisions in the DOJ's 2010 ADA Standards for Accessible Design and ICC A117.1.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to 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 TEMPORARY FACILITIES

- A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC 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. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 01 77 00 "Closeout Procedures."
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by 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.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
1. Arrange with utility company, Owner, and existing users for 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 municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

- E. Temporary Heating and Cooling: Provide temporary heating and cooling 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.
 - 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service overhead unless otherwise indicated.
- G. 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 entire system.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
 - 1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Paved Areas: Maintain paved areas adequate for construction operations.
 - 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: Use designated areas of Owner's existing parking areas for construction personnel.
- E. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 - 2. Remove snow, ice, and frost as required to minimize accumulations.
- G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touch up signs so they are legible at all times.
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."
- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- J. Temporary Stairs: Provide temporary stairs where ladders are not adequate.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, in accordance with erosion- and sedimentation-control Drawings.
 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

- 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. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.
- K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- L. 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; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with 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.

3.6 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 1. Protect porous materials from water damage.
 2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard and replace stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit 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 indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when 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 temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of This Section Includes: Administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 01 25 00 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products unless otherwise indicated.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
 - 1. Evaluating Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
 - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 - 2. Data indicating compliance with the requirements specified in "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 01 33 00 "Submittal Procedures."
- F. Substitution: Refer to Section 01 25 00 "Substitution Procedures" for definition and limitations on substitutions.

1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections are to be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of Owner or endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of Owner or endorsed by manufacturer to Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Descriptive, performance, and reference standard requirements in Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
 - 1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
 - 2. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
 - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.

3. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
 4. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
 - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.

2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for a comparable product. Architect will notify Contractor of approval or rejection of proposed comparable product within 14 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
1. Architect's Approval of Submittal: See Section 013300 "Submittal Procedures."
 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering.
 - 3. Installation.
 - 4. Cutting and patching.
 - 5. Coordination of Owner's portion of the Work.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
 - 9. Correction of the Work.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for coordination of Owner-furnished products, Owner-performed work, Owner's separate contracts, and limits on use of Project site.
 - 2. 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, replacing defective work, and final cleaning.
 - 3. Section 02 41 19 "Selective Demolition" for demolition and removal of selected portions of the building.

1.2 DEFINITIONS

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

1.3 INFORMATIONAL SUBMITTALS

- A. Certified Surveys: Submit copies signed by land surveyor as required by authority having jurisdiction.

- B. Certificates: Submit certificate signed by professional engineer, certifying that location and elevation of improvements comply with requirements.

1.4 CLOSEOUT SUBMITTALS

- A. Final Property Survey: Submit 1 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 - 2. 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.
 - 3. Other Construction Elements: Do not cut and patch other construction elements or 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.
 - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching 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 provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by 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 EXAMINATION

- A. Existing Conditions: 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, gas service piping, and water-service piping; underground electrical services; and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, 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. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.

2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- D. 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 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 to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate 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 Architect in accordance with requirements in Section 01 31 00 "Project Management and Coordination."

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 and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Engage a land surveyor or professional engineer experienced in laying out the Work, using the following accepted surveying practices:
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 2. Establish limits on use of Project site.
 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 4. Inform installers of lines and levels to which they must comply.
 5. Check the location, level and plumb, of every major element as the Work progresses.
 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Identification: Contractor to identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of 1 permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 INSTALLATION

- A. 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.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. 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 of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 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 Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.6 CUTTING AND PATCHING

- 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 installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. 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.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 01 10 00 "Summary."
- F. 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.
- G. 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 original Installer; comply with 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 neatly to minimum 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 and 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 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 remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.

- H. 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 practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical 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, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until 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 enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 COORDINATION OF OWNER'S PORTION OF THE WORK

- A. Site Access: Provide access to Project site for Owner's construction personnel.
1. Provide temporary facilities required for Owner-furnished, Contractor-installed products.
 2. Refer to Section 01 10 00 "Summary" for other requirements for Owner-furnished, Contractor-installed products.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually

agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

3.8 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. 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 waste materials more than seven days during normal weather or three 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 legally, in accordance with regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain 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 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 in accordance with written instructions of manufacturer or fabricator of 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: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."
- 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 ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components.
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.11 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. 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. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

1.4 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:
 - 1. Material category.

2. Total quantity of waste in tons.
 3. Quantity of waste salvaged, both estimated and actual in tons.
 4. Quantity of waste recycled, both estimated and actual in tons.
 5. Total quantity of waste recovered (salvaged plus recycled) in tons.
 6. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- 1.5 QUALITY ASSURANCE
- A. Waste Management Coordinator Qualifications: Experienced firm, or individual employed and assigned by General Contractor, with a record of successful waste management coordination of projects with similar requirements.
- B. Refrigerant Recovery Technician Qualifications: Comply with requirements in Section 02 41 19 "Selective Demolition."
- C. Waste Management Conference(s): Conduct conference(s) at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination."
- 1.6 WASTE MANAGEMENT PLAN
- A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing, and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 2. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 3. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 4. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
 - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
 - 2. Comply with Section 01 50 00 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

Delete first paragraph below if salvage is specified in this Section; retain first paragraph below and delete remainder of article if salvage is specified in another Section.

- A. Comply with requirements in Section 024119 "Selective Demolition" for salvaging demolition waste.
- B. Salvaged Items for Reuse in the Work:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- C. Salvaged Items for Sale and Donation: Not permitted on Project site.
- D. Salvaged Items for Owner's Use:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Owner.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

3.4 RECYCLING DEMOLITION WASTE

- A. Asphalt Paving: Grind asphalt to maximum 1-1/2-inch size.
- B. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.
- C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 1. Pulverize concrete to maximum 1-1/2-inch size.
- D. Rock Retaining Wall: Remove metal reinforcement, anchors, and ties and sort with other metals.
 1. Clean and stack.
- E. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- F. Metals: Separate metals by type.
 1. Structural Steel: Stack members according to size, type of member, and length.
 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- G. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- H. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- I. Piping: Reduce piping to straight lengths and store by material and size. Separate supports, hangers, valves, sprinklers, and other components by material and size.
- J. Conduit: Reduce conduit to straight lengths and store by material and size.

- K. Lamps: Separate lamps by type and store according to requirements in 40 CFR 273.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

D. Paint: Seal containers and store by type.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.

C. Burning: Do not burn waste materials.

END OF SECTION 01 74 19

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final Completion procedures.
 - 3. List of incomplete items.
 - 4. Submittal of Project warranties.
 - 5. Final cleaning.
- B. Related Requirements:
 - 1. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of seven days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number.
 5. Submit testing, adjusting, and balancing records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of seven days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Advise Owner of changeover in utility services.
 6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 8. Complete final cleaning requirements.
 9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of fourteen days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect and Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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 Architect, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment.
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect and Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first, listed by room or space number.
 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in one of the following formats:
 - a. MS Excel Electronic File: Architect will return annotated file.
 - b. PDF Electronic File: Architect will return annotated file.
 - c. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit by email to Architect.
- 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 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. Perform 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 condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

- c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Clean flooring, removing debris, dirt, and staining; clean in accordance with manufacturer's instructions.
 - e. Vacuum and mop concrete.
 - f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean in accordance with manufacturer's instructions if visible soil or stains remain.
 - g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - h. Remove labels that are not permanent.
 - i. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - l. Clean ducts, blowers, and coils.
 - m. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
 - n. Clean strainers.
 - o. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste-disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."

3.2 CORRECTION OF THE WORK

- A. Complete repair and restoration operations required by "Correction of the Work" Article in Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 0177 00

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record specifications.
 - 3. Record Product Data.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit at 75% completion of project.
 - 2) Submit PDF electronic files of scanned record prints.
 - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit once Construction Work is complete.
 - 2) Submit PDF electronic files of scanned Record Prints.
 - 3) Provide each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding 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 acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
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.
 - d. Locations and depths of underground utilities.
 - e. Revisions to 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 or Construction Change Directive.
 - k. Changes made following Architect'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 and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, 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 into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.

4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

1.4 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. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 3. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in 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 Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- C. Format: Submit Record Product Data as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Product Data.
 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.6 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents 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 Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 39

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.

1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

1.4 INFORMATIONAL SUBMITTALS

- A. Engineering Survey: Submit engineering survey of condition of building.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals, property, and for dust control. Indicate proposed locations and construction of barriers.
- C. Schedule of selective demolition activities with starting and ending dates for each activity.
- D. Predemolition photographs or video.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.5 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.7 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove the following items:
 - a. Furniture.
 - b. Appliances.
 - c. Artwork and similar items.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- F. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Perform, if necessary engage a professional engineer to perform, an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
- C. Inventory and record the condition of items to be removed and salvaged.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.

- b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Maintain fire watch during and for at least <Insert number> hours after flame-cutting operations.
 - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

6. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - C. Removed and Salvaged Items:
 1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during storage.
 - D. Removed and Reinstalled Items:
 1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
 - E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- ### 3.6 CLEANING
- A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 01 74 19 "Construction Waste Management and Disposal."
 1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - B. Burning: Do not burn demolished materials.
 - C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Framing with dimension lumber.
 2. Wood blocking and nailers.

1.2 INFORMATIONAL SUBMITTALS

- A. Material Certificates:
1. For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
 2. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.
- B. Evaluation Reports: For the following, from ICC-ES:
1. Wood-preservative-treated wood.
 2. Fire-retardant-treated wood.
 3. Engineered wood products.
 4. Shear panels.
 5. Power-driven fasteners.
 6. Post-installed anchors.
 7. Metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: Comply with DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. Dress lumber, S4S, unless otherwise indicated.

- B. Maximum Moisture Content:
 - 1. Boards: 15 percent.
 - 2. Dimension Lumber: 15 percent for 2-inch nominal thickness or less; 19 percent for more than 2-inch nominal thickness unless otherwise indicated.
 - 3. Timber. 19 percent.

2.2 PRESERVATIVE TREATMENT

- A. Preservative Treatment by Pressure Process: AWWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 - 4. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.
 - 5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 DIMENSION LUMBER FRAMING

- A. Framing Other Than Non-Load-Bearing Partitions by Performance: Any species and grade with a modulus of elasticity of at least 1,500,000 psi (10 350 MPa) and an extreme fiber stress in bending of at least 1000 psi (6.9 MPa) for 2-inch nominal thickness and 12-inch nominal width for single-member use.
 - 1. Application: Framing other than interior partitions.
- B. Exposed Framing: Hand-select material for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.
 - 1. Species and Grade: As indicated above for load-bearing construction of same type.

2.4 MISCELLANEOUS LUMBER

- A. Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Cants.
 - 5. Furring.
 - 6. Grounds.
- B. Dimension Lumber Items: Construction or No. 2 grade or better lumber of any species.
- C. Concealed Boards: 15 percent maximum moisture content and any of the following species and grades:
 - 1. Mixed southern pine or southern pine; No. [2] [3] grade; SPIB.
 - 2. Eastern softwoods; No. 2 Common grade; NeLMA.
 - 3. Northern species; No. 2 Common grade; NLGA.
 - 4. Western woods; Construction or No. 2 Common grade; WCLIB or WWPA.

2.5 FASTENERS

- A. General: Fasteners are to be of size and type indicated and comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M or Type 304 stainless steel.
- B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.

- C. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- D. Do not splice structural members between supports unless otherwise indicated.
- E. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- F. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
 - 2. ICC-ES evaluation report for fastener.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet enough that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 06 10 00

SECTION 06 16 00 - SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wall sheathing.
 - 2. Roof sheathing.

PART 2 - PRODUCTS

2.1 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat items indicated on Drawings and plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

2.2 WALL SHEATHING

- A. Plywood Sheathing, Walls: Either DOC PS 1 or DOC PS 2, Exposure 1, Structural I sheathing.
- B. Oriented-Strand-Board Sheathing, Walls: DOC PS 2, Exposure 1, Structural I sheathing.

2.3 ROOF SHEATHING

- A. Plywood Sheathing, Roofs: Either DOC PS 1 or DOC PS 2, Exposure 1, Structural I sheathing.
- B. Oriented-Strand-Board Sheathing, Roofs: DOC PS 2, Exposure 1, Structural I sheathing.

2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. For roof and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M or Type 304 stainless steel.

2. For roof and wall sheathing, provide fasteners with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours in accordance with ASTM B117.

2.5 MISCELLANEOUS MATERIALS

- A. Adhesives for Field Gluing Panels to Wood Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
 1. Table 2304.10.1, "Fastening Schedule," in the ICC's International Building Code.
 2. ICC-ES evaluation report for fastener.
- D. Coordinate wall and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
 1. Wall and Roof Sheathing:
 - a. Nail to wood framing.
 - b. Space panels 1/8 inch apart at edges and ends.

END OF SECTION 06 16 00

SECTION 06 17 53 - SHOP-FABRICATED WOOD TRUSSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood roof trusses.

1.2 ACTION SUBMITTALS

A. Product Data: For metal-plate connectors, metal truss accessories, and fasteners.

B. Shop Drawings: Show fabrication and installation details for trusses.

1. Show location, pitch, span, camber, configuration, and spacing for each type of truss required.
2. Indicate sizes, stress grades, and species of lumber.
3. Indicate locations of permanent bracing required to prevent buckling of individual truss members due to design loads.
4. Indicate locations, sizes, and materials for permanent bracing required to prevent buckling of individual truss members due to design loads.
5. Indicate type, size, material, finish, design values, orientation, and location of metal connector plates.
6. Show splice details and bearing details.

C. Delegated-Design Submittals: For metal-plate-connected wood trusses indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.3 INFORMATIONAL SUBMITTALS

A. Product Certificates: For metal-plate-connected wood trusses, signed by officer of truss-fabricating firm.

B. Evaluation Reports: For the following, from ICC-ES:

1. Metal-plate connectors.
2. Metal truss accessories.

1.4 QUALITY ASSURANCE

- A. Metal Connector-Plate Manufacturer Qualifications: A manufacturer that is a member of TPI and that complies with quality-control procedures in TPI 1 for manufacture of connector plates.
 - 1. Manufacturer's responsibilities include providing professional engineering services needed to assume engineering responsibility.
 - 2. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
- B. Fabricator Qualifications: Shop that participates in a recognized quality-assurance program, complies with quality-control procedures in TPI 1, and involves third-party inspection by an independent testing and inspecting agency acceptable to Architect and authorities having jurisdiction.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store trusses to comply with recommendations in SBCA BCSI, "Building Component Safety Information: Guide to Good Practice for Handling, Installing, Restraining, & Bracing Metal Plate Connected Wood Trusses."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design metal-plate-connected wood trusses.
- B. Structural Performance: Metal-plate-connected wood trusses are to be capable of withstanding design loads within limits and under conditions indicated. Comply with requirements in TPI 1.
- C. Comply with applicable requirements and recommendations of TPI 1, TPI DSB, and SBCA BCSI.
- D. Wood Structural Design Standard: Comply with applicable requirements in AF&PA's "National Design Specifications for Wood Construction" and its "Supplement."

2.2 DIMENSION LUMBER

- A. Lumber: DOC PS 20 and applicable rules of any rules-writing agency certified by the American Lumber Standard Committee (ALSC) Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Provide dry lumber with 15 percent maximum moisture content at time of dressing.

- B. Permanent Bracing: Provide wood bracing that complies with requirements for miscellaneous lumber in Section 061000 "Rough Carpentry."

2.3 METAL CONNECTOR PLATES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Alpine, a division of ITW Inc.
 - 2. Cherokee Metal Products, Inc.; Masengill Machinery Company.
 - 3. Eagle Metal Products.
 - 4. MiTek Industries, Inc.
 - 5. Or Approved Equal
- B. Fabricate connector plates to comply with TPI 1.
- C. Hot-Dip Galvanized-Steel Sheet: ASTM A653/A653M; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G60 (Z180) coating designation; and not less than 0.036 inch (0.9 mm) thick.

2.4 FASTENERS

- A. Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Provide fasteners for use with metal framing anchors that comply with written recommendations of metal framing manufacturer.
 - 2. Where trusses are exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M.
- B. Nails, Brads, and Staples: ASTM F1667.

2.5 FABRICATION

- A. Assemble truss members in design configuration indicated; use jigs or other means to ensure uniformity and accuracy of assembly, with joints closely fitted to comply with tolerances in TPI 1. Position members to produce design camber indicated.
 - 1. Fabricate wood trusses within manufacturing tolerances in TPI 1.
- B. Connect truss members by metal connector plates located and securely embedded simultaneously in both sides of wood members by air or hydraulic press.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install wood trusses only after supporting construction is in place and is braced and secured.
- B. If trusses are delivered to Project site in more than one piece, assemble trusses before installing.
- C. Hoist trusses in place by lifting equipment suited to sizes and types of trusses required, exercising care not to damage truss members or joints by out-of-plane bending or other causes.
- D. Install and brace trusses according to TPI recommendations and as indicated.
- E. Anchor trusses securely at bearing points; use metal truss tie-downs or floor truss hangers as applicable. Install fasteners through each fastener hole in metal framing anchors according to manufacturer's fastening schedules and written instructions.
- F. Securely connect each truss ply required for forming built-up girder trusses.
- G. Install and fasten permanent bracing during truss erection and before construction loads are applied. Anchor ends of permanent bracing where terminating at walls or beams.
 - 1. Install bracing to comply with Section 06 10 00 "Rough Carpentry."
- H. Install wood trusses within installation tolerances in TPI 1.
- I. Do not alter trusses in field. Do not cut, drill, notch, or remove truss members.
- J. Replace wood trusses that are damaged or do not comply with requirements.

END OF SECTION 06 17 53

SECTION 06 20 13 - EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Exterior wood trim.
 - 2. Lumber soffits.

1.2 ACTION SUBMITTALS

- A. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of inspection agency, indicating grade, species, moisture content at time of surfacing, and mill.
 - 2. For exposed lumber, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by inspection agency.
- B. Softwood Plywood: DOC PS 1.
- C. Hardboard: ANSI A135.4.

2.2 EXTERIOR TRIM

- A. Lumber Trim for Unfinished Applications:
 - 1. Hem-fir; pressure-preservative treated; NLGA, WCLIB, or WWPA 1 Common.
 - 2. Southern pine; pressure-preservative treated; SPIB C & Btr.
 - 3. Maximum Moisture Content: 15 percent.
 - 4. Finger Jointing: Not allowed.
 - 5. Face Surface: Surfaced (smooth).
- B. Lumber Trim for Painted Finish:

1. Hem-fir; NLGA, WCLIB, or WWPA 1 Common.
 2. Maximum Moisture Content: 15 percent.
 3. Finger Jointing: Not allowed.
 4. Face Surface: Surfaced (smooth).
 5. Factory Priming: Factory coated on both faces and all edges, with exterior primer compatible with topcoats specified.
- C. Primed Hardboard Trim: ANSI A135.6, primed with manufacturer's standard exterior primer. Recommended by manufacturer for exterior use.

2.3 LUMBER SOFFITS

- A. Provide kiln-dried lumber siding complying with DOC PS 20.
- B. Western red cedar; NLGA, WCLIB, or WWPA Grade A.
- C. Spruce-pine-fir; NeLMA, NLGA, WCLIB, or WWPA 1 Common.
- D. Hem-fir; NLGA, WCLIB, or WWPA 1 Common.
- E. Southern pine; SPIB C & Btr.
- F. Pattern:
 1. V-edge, smooth-faced tongue and groove, actual face width (coverage) and thickness of 5-1/8 by 23/32 inch.

2.4 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Provide nails or screws, in sufficient length to penetrate not less than 1-1/2 inches into wood substrate.
 1. For face-fastening siding, provide ringed-shank siding nails or hot-dip galvanized-steel siding nails, unless otherwise indicated.
 2. For redwood, provide hot-dip galvanized-steel fasteners.
 3. For prefinished items, provide matching prefinished aluminum fasteners where face fastening is required.
 4. For pressure-preservative-treated wood, provide stainless steel fasteners.
 5. For applications not otherwise indicated, provide hot-dip galvanized-steel fasteners.
- B. Flashing: Comply with requirements for flashing materials installed in exterior finish carpentry.
 1. Horizontal Joint Flashing for Panel Siding: Preformed, galvanized-steel, Z-shaped flashing.

- C. Insect Screening for Soffit Vents: Aluminum black mesh or PVC-coated glass-fiber black fabric mesh.
- D. Continuous Soffit Vents: Aluminum hat channel shape with stamped louvers, 2 inches wide and in lengths not less than 96 inches.
 - 1. Net-Free Area: 4 sq. in./linear ft.
 - 2. Finish: black.
- E. Sealants: Latex, complying with ASTM C834 Grade NF and recommended by sealant and substrate manufacturers for intended application.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Prime lumber and moldings to be painted, including both faces and edges, unless factory primed.
 - 1. Cut to required lengths and prime ends.
 - 2. Comply with requirements in Section 09 91 13 "Exterior Painting."

3.2 INSTALLATION, GENERAL

- A. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials.
 - 1. Use concealed shims where necessary for alignment.
 - 2. Scribe and cut exterior finish carpentry to fit adjoining work.
 - 3. Refinish and seal cuts as recommended by manufacturer.
 - 4. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining exterior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
 - 5. Coordinate exterior finish carpentry with materials and systems in or adjacent to it.
 - 6. Provide cutouts for mechanical and electrical items that penetrate exterior finish carpentry.

3.3 INSTALLATION OF STANDING AND RUNNING TRIM

- A. Install flat-grain lumber with bark side exposed to weather.
- B. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches (610 mm) long, except where necessary.

1. Use scarf joints for end-to-end joints.
 2. Stagger end joints in adjacent and related members.
- C. Fit exterior joints to exclude water.
1. Cope at returns and miter at corners to produce tight-fitting joints, with full-surface contact throughout length of joint.
 2. Plane backs of casings to provide uniform thickness across joints, where necessary for alignment.
- D. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.

END OF SECTION 06 20 13

SECTION 07 21 00 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Glass-fiber blanket insulation.
 - 2. Mineral-wool blanket insulation.

1.2 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Glass-fiber blanket insulation.
 - 2. Mineral-wool blanket insulation.

1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Research reports.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance Ratings: Comply with ASTM E119 or UL 263; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Indicate design designations from UL's "Fire Resistance Directory" or from listings of another qualified testing agency.
- B. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches (305 mm) and wider in width.
- C. Thermal-Resistance Value (R-Value): R-value as indicated on Drawings in accordance with ASTM C518.

2.2 GLASS-FIBER BLANKET INSULATION

- A. Glass-Fiber Blanket Insulation, Polypropylene-Scrim-Kraft Faced: ASTM C665, Type II (nonreflective faced), Class A (faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier).

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. CertainTeed; SAINT-GOBAIN.
 - b. Johns Manville; a Berkshire Hathaway company.
 - c. Knauf Insulation.
 - d. Owens Corning.
 - e. Or Approved Equal.

2.3 MINERAL-WOOL BLANKET INSULATION

- A. Mineral-Wool Blanket Insulation, Unfaced: ASTM C665, Type I (blankets without membrane facing); consisting of fibers; passing ASTM E136 for combustion characteristics.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Johns Manville; a Berkshire Hathaway company.
 - b. Owens Corning.
 - c. ROCKWOOL.
 - d. Or Approved Equal.

2.4 ACCESSORIES

- A. Insulation for Miscellaneous Voids:
 1. Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E84.
- B. Insulation Anchors, Spindles, and Standoffs: As recommended by manufacturer.
- C. Eave Ventilation Troughs: Preformed, rigid fiberboard or plastic sheets designed and sized to fit between roof framing members and to provide ventilation between insulated attic spaces and vented eaves.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.

- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Install insulation with manufacturer's R-value label exposed after insulation is installed.
- D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.2 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

- A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
 - 4. Attics: Install eave ventilation troughs between roof framing members in insulated attic spaces at vented eaves.
 - 5. For wood-framed construction, install blankets according to ASTM C1320 and as follows:
 - a. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.
- B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
 - 1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft. (40 kg/cu. m).

END OF SECTION 07 21 00

SECTION 07 25 00 - WEATHER BARRIERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Building wrap.
 - 2. Flexible flashing.

1.2 ACTION SUBMITTALS

- A. Product data.

1.3 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For water-resistive barrier and flexible flashing, from ICC-ES.

PART 2 - PRODUCTS

2.1 WATER-RESISTIVE BARRIER

- A. Building Wrap: **ASTM E1677, Type I** air barrier; with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested in accordance with ASTM E84; UV stabilized; and acceptable to authorities having jurisdiction.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Alpha ProTech.
 - b. Barricade Building Products.
 - c. Dorken Systems Inc.
 - d. DuPont de Nemours, Inc.
 - e. Kingspan Insulation LLC.
 - f. Typar Geosynthetics; a PGI brand.
 - g. Or Approved Equal.
 - 2. Water-Vapor Permeance: Minimum 20 perms (1150 ng/Pa x s x sq. m) per ASTM E96/E96M, Desiccant Method (Procedure A).
 - 3. Flame Propagation Test: Materials and construction to be as tested in accordance with NFPA 285.

- B. Acrylic Seam Tape: Composite tape consisting of a pressure-sensitive acrylic adhesive, bonded to a polyethylene or polypropylene film for sealing joints and penetrations in building wrap. **Provide tape from same manufacturer as approved wrap product.**
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Alpha ProTech.
 - b. Barricade Building Products.
 - c. DuPont de Nemours, Inc.
 - 2. Width: Per manufacturer's instructions.

2.2 FLEXIBLE FLASHING

- A. Butyl Rubber Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Alpha ProTech.
 - b. DuPont de Nemours, Inc.
 - c. GCP Applied Technologies Inc.
 - d. Kingspan Insulation LLC.
 - e. Protecto Wrap Company.
 - f. Typar Geosynthetics; a PGI brand.
 - g. Or Approved Equal.
 - 2. Flame Propagation Test: Materials and construction to be as tested in accordance with NFPA 285.

PART 3 - EXECUTION

3.1 WATER-RESISTIVE BARRIER INSTALLATION

- A. Cover sheathing with water-resistive barrier as follows:
 - 1. Cut back barrier 1/2 inch on each side of the break in supporting members at expansion- or control-joint locations.
 - 2. Apply barrier to cover vertical flashing with a minimum 4-inch overlap unless otherwise indicated.
- B. Building Wrap: Comply with manufacturer's written instructions and warranty requirements.
 - 1. Seal seams, edges, fasteners, and penetrations with tape.

2. Extend into jambs of openings and seal corners with tape.

3.2 FLEXIBLE FLASHING INSTALLATION

- A. Apply flexible flashing where indicated to comply with manufacturer's written instructions.
 1. Lap seams and junctures with other materials at least 4 inches except that at flashing flanges of other construction, laps need not exceed flange width.
 2. Lap flashing over water-resistive barrier at bottom and sides of openings.
 3. Lap water-resistive barrier over flashing at heads of openings.

END OF SECTION 07 25 00

SECTION 07 31 13 - ASPHALT SHINGLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Glass-fiber-reinforced asphalt shingles.
 - 2. Underlayment materials.
 - 3. Ridge vents.
 - 4. Metal flashing and trim.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Asphalt shingles.
 - 2. Underlayment materials.
 - 3. Ridge vents.
 - 4. Asphalt roofing cement.
 - 5. Elastomeric flashing sealant.
- B. Shop Drawings: For metal flashing and trim.
- C. Samples: For each exposed product and for each color and blend specified.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Research reports for synthetic underlayment.
- C. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized installer who is trained and approved by manufacturer.

1.7 WARRANTY

- A. Materials Warranty: Manufacturer agrees to repair or replace asphalt shingles that fail within specified warranty period.
1. Materials Warranty Period: Lifetime from date of Substantial Completion, prorated, with first ten years nonprorated.
 2. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds of up to 100 mph minimum for fifteen years from date of Substantial Completion.
 3. Algae-Resistance Warranty Period: Asphalt shingles will not discolor for twenty-five years from date of Substantial Completion.
 4. Workmanship Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide asphalt shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance in accordance with ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
- B. Wind Resistance: Provide asphalt shingles that comply with requirements of ASTM D3161/D3161M, Class F, and with ASTM D7158/D7158M, Class H.

2.2 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Three-Tab-Strip Asphalt Shingles: ASTM D3462/D3462M; glass-fiber reinforced, mineral-granule surfaced, and self-sealing; with tabs regularly spaced.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. CertainTeed; SAINT-GOBAIN.
 - b. GAF.
 - c. Malarkey Roofing Products.
 - d. Owens Corning.
 - e. PABCO Roofing Products.

- f. Tamko Building Products LLC.
- g. Or Approved Equal.
- 2. Strip Size: Manufacturer's standard.
- 3. Algae Resistance: Granules resist algae discoloration.
- 4. Color and Blends: As selected by Architect from manufacturer's full range.
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

2.3 UNDERLAYMENT MATERIALS

- A. Organic Felt: Asphalt-saturated organic felts, nonperforated and complying with the following:
 - 1. ASTM D226/D226M: **Type I.**
- B. Glass-Reinforced Felt: ASTM D6757/D6757M, asphalt-saturated, glass-reinforced organic felt or inorganic fiber-based felt.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Atlas Molded Products, a division of Atlas Roofing Corporation.
 - b. CertainTeed; SAINT-GOBAIN.
 - c. GAF.
 - d. Owens Corning.

2.4 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D4586/D4586M Type II, asbestos free.
- B. Elastomeric Flashing Sealant: ASTM C920, Type S, Grade NS, one-part, non-sag, elastomeric polymer sealant; of class and use classifications required to seal joints and remain watertight; recommended in writing by manufacturer for installation of flashing systems.
- C. Roofing Nails: ASTM F1667, aluminum, stainless steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch-diameter, sharp-pointed, with a 3/8- to 7/16-inch-diameter flat head and of sufficient length to penetrate 3/4 inch into solid wood decking or extend at least 1/8 inch through sheathing less than 3/4 inch thick.
 - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- D. Underlayment Nails: Aluminum, stainless steel, or hot-dip galvanized-steel wire nails with low-profile metal or plastic caps, 1-inch-minimum diameter.

2.5 METAL FLASHING AND TRIM

- A. Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
 - 1. Sheet Metal: Anodized aluminum.
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item unless otherwise indicated on Drawings.
 - 1. Vent-Pipe Flashings: ASTM B749, Type L51121, at least 1/16 inch thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof, and extending at least 4 inches from pipe onto roof.

PART 3 - EXECUTION

3.1 INSTALLATION OF UNDERLAYMENT MATERIALS

- A. Comply with asphalt shingle and underlayment manufacturers' written installation instructions and with recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" applicable to products and applications indicated unless more stringent requirements are specified in this Section or indicated on Drawings.
- B. Asphalt-Saturated Felt: Install on roof deck parallel with and starting at eaves and fasten with underlayment nails.
 - 1. Single-Layer Installation:
 - a. Lap sides a minimum of 2 inches over underlying course.
 - b. Lap ends a minimum of 4 inches.
 - c. Stagger end laps between succeeding courses at least 72 inches.
 - 2. Install fasteners in a grid pattern of 12 inches between side laps with 6-inch spacing at side and end laps.
 - 3. Terminate felt extended up not less than 4 inches against sidewalls, curbs, chimneys, and other roof projections.
- C. Metal-Flashed, Open-Valley Underlayment: Install two layers of minimum 36-inch-wide underlayment centered in valley.
 - 1. Use same underlayment as installed on field of roof.
 - 2. Stagger end laps between layers at least 72 inches.
 - 3. Lap ends of each layer at least 12 inches in direction that sheds water, and seal with asphalt roofing cement.
 - 4. Fasten each layer to roof deck with underlayment nails located as far from valley center as possible and only to extent necessary to hold underlayment in place until installation of valley flashing.

5. Lap roof-deck underlayment over first layer of valley underlayment at least 6 inches.

3.2 INSTALLATION OF METAL FLASHING AND TRIM

- A. Install metal flashings and trim to comply with requirements in Section 07 62 00 "Sheet Metal Flashing and Trim."
 1. Install metal flashings in accordance with recommendations in ARMA's "Asphalt Roofing Residential Manual - Design and Application Methods" and NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
 2. Bed flanges of metal flashings using asphalt roofing cement or elastomeric flashing sealant.
- B. Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

3.3 INSTALLATION OF ASPHALT SHINGLES

- A. Install asphalt shingles in accordance with manufacturer's written instructions and recommendations in ARMA's "Asphalt Roofing Residential Manual - Design and Application Methods" and NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
- B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip with tabs removed with self-sealing strip face up at roof edge.
 1. Extend asphalt shingles 1/2 inch over fasciae at eaves and rakes.
 2. Install starter strip along rake edge.
- C. Install first and remaining courses of three-tab-strip asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- D. Fasten asphalt shingle strips with a minimum of four roofing nails, but not less than the number indicated in manufacturer's written instructions for roof slope and design wind speed indicated on Drawings and for warranty requirements specified in this Section.
 1. Locate fasteners in accordance with manufacturer's written instructions.
 2. When ambient temperature during installation is below 50 deg F, hand seal self-sealing asphalt shingles by applying asphalt roofing cement spots between course overlaps after nailing the upper course.
- E. Woven Valleys: Extend succeeding asphalt shingle courses from both sides of valley 12 inches beyond center of valley, weaving intersecting shingle-strip courses over each other. Use one-piece shingle strips without joints in valley.
 1. Do not nail asphalt shingles within 6 inches of valley center.
- F. Closed-Cut Valleys: Extend asphalt shingle strips from one side of valley 12 inches beyond center of valley.

1. Use one-piece shingle strips without joints in valley.
 2. Fasten with extra nail in upper end of shingle. Install asphalt shingle courses from other side of valley and cut back to a straight line 2 inches short of valley centerline.
 3. Trim upper concealed corners of cut-back shingle strips.
 4. Do not nail asphalt shingles within 6 inches of valley center.
 5. Set trimmed, concealed-corner asphalt shingles in a 3-inch-wide bed of asphalt roofing cement.
- G. Hip and Ridge Shingles: Maintain same exposure of cap shingles as roofing-shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds.
1. Fasten with roofing nails of sufficient length to penetrate sheathing.

END OF SECTION 07 31 13

SECTION 07 46 46 - FIBER-CEMENT SIDING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes fiber-cement siding.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For fiber-cement siding including related accessories.

1.3 INFORMATIONAL SUBMITTALS

- A. Product certificates.
- B. Product test reports.
- C. Research/evaluation reports.
- D. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace products that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: 30 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 FIBER-CEMENT SIDING

- A. General: ASTM C1186, Type A, Grade II, fiber-cement board, noncombustible when tested in accordance with ASTM E136; with a flame-spread index of 25 or less when tested in accordance with ASTM E84.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. American Fiber Cement Corporation.
 - b. CertainTeed; SAINT-GOBAIN.
 - c. GAF.
 - d. James Hardie Building Products, Inc.
- B. Labeling: Provide fiber-cement siding that is tested and labeled in accordance with ASTM C1186 by a qualified testing agency acceptable to authorities having jurisdiction.
- C. Nominal Thickness: Not less than 5/16 inch.
- D. Horizontal Pattern: Boards are to match existing in width, style, and texture.
- E. Vertical Pattern: 48-inch-wide sheets with texture and grooves 12 inches o.c.
- F. Factory Priming: Manufacturer's standard primer.

2.2 ACCESSORIES

- A. Siding Accessories, General: Provide starter strips, edge trim, outside and inside corner caps, and other items as recommended by siding manufacturer for building configuration.
- B. Flashing: Provide aluminum flashing complying with Section 07 62 00 "Sheet Metal Flashing and Trim" at window and door heads and where indicated.
 1. Finish for Aluminum Flashing: Factory-prime coating.
- C. Fasteners:
 1. For fastening to wood, use siding nails of sufficient length to penetrate a minimum of 1 inch into substrate.
 2. For fastening fiber cement, use hot-dip galvanized fasteners.
- D. Insect Screening for Soffit Vents: PVC-coated, glass-fiber fabric, 18-by-14 or 18-by-16 mesh.
- E. Continuous Soffit Vents: Aluminum, hat-channel shape.
 1. Net-Free Area: 4 sq. in./linear ft.
 2. Finish: Paint to match adjacent soffit.
- F. Round Soffit Vents: Stamped aluminum louvered vents, **2 inches** in diameter.
 1. Finish: White paint.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Comply with manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- B. Install joint sealants as specified in Section 07 92 00 "Joint Sealants" and to produce a weathertight installation.

3.2 ADJUSTING AND CLEANING

- A. Remove damaged, improperly installed, or otherwise defective materials and replace with new materials complying with specified requirements.
- B. Clean finished surfaces according to manufacturer's written instructions and maintain in a clean condition during construction.

END OF SECTION 07 46 46

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Formed roof-drainage sheet metal fabrications.
2. Formed steep-slope roof sheet metal fabrications.
3. Formed wall sheet metal fabrications.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following

1. Elastomeric sealant.
2. Butyl sealant.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled Work.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
8. Include details of roof-penetration flashing.
9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, flashings, and counterflashings.
10. Include details of special conditions.
11. Include details of connections to adjoining work.

- C. Samples: For each exposed product and for each color and texture specified, 12 inches long by actual width.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of coping and roof edge flashing that is ANSI/SPRI/FM 4435/ES-1 tested and FM Approvals approved.
- B. Evaluation Reports: For roof edge flashing, from ICC-ES showing compliance with ANSI/SPRI/FM 4435/ES-1.
- C. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Special warranty.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
 - 1. For roof edge flashings that are ANSI/SPRI/FM 4435/ES-1 tested and FM Approvals approved, shop is to be listed as able to fabricate required details as tested and approved.

1.7 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim are not to rattle, leak, or loosen, and are to remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. SPRI Wind Design Standard: Manufacture and install roof edge flashings tested in accordance with ANSI/SPRI/FM 4435/ES-1 and capable of resisting the following design pressure:
 - 1. Design Pressure: As indicated on Drawings.
- D. FM Approvals Listing: Manufacture and install roof edge flashings that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-60 and Class 1-90. Identify materials with name of fabricator and design approved by FM Approvals.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B209 (ASTM B209M), alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
 - 1. Factory Prime Coating: Where painting after installation is required, pretreat metal with white or light-colored, factory-applied, baked-on epoxy primer coat; minimum dry film thickness of 0.2 mil.
- C. Lead Sheet: ASTM B749 lead sheet.

2.3 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
 - 3. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.
 - 4. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel in accordance with ASTM A153/A153M or ASTM F2329/F2329M.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- D. Elastomeric Sealant: ASTM C920, elastomeric **silicone** polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Asphalt Roofing Cement: ASTM D4586/D4586M, asbestos free, of consistency required for application.

2.4 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
 - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.

2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

B. Fabrication Tolerances:

1. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.

C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.

E. Seams:

1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
2. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.[Rivet joints where necessary for strength.

2.5 ROOF-DRAINAGE SHEET METAL FABRICATIONS

A. Hanging Gutters:

1. Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required.
2. Fabricate in minimum 96-inch-long sections.
3. Furnish flat-stock gutter brackets and flat-stock gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard, but with thickness not less than twice the gutter thickness.
4. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters. Shop fabricate interior and exterior corners.

5. Accessories: Continuous, removable leaf screen with sheet metal frame and hardware screen and Valley baffle.
 6. Gutters with Girth up to 15 Inches: Fabricate from the following materials:
 - a. Aluminum: 0.032 inch thick.
 - b. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch thick.
 7. Gutters with Girth 16 to 20 Inches: Fabricate from the following materials:
 - a. Aluminum: 0.040 inch thick.
 - b. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch thick.
 8. Gutters with Girth 21 to 25 Inches: Fabricate from the following materials:
 - a. Aluminum: 0.050 inch thick.
 - b. Aluminum-Zinc Alloy-Coated Steel: 0.034 inch thick.
 9. Gutters with Girth 26 to 30 Inches: Fabricate from the following materials:
 - a. Aluminum: 0.063 inch thick.
 - b. Aluminum-Zinc Alloy-Coated Steel: 0.040 inch thick.
 10. Gutters with Girth 31 to 35 Inches: Fabricate from the following materials:
 - a. Aluminum-Zinc Alloy-Coated Steel: 0.052 inch thick.
- B. Downspouts: Fabricate rectangular downspouts to dimensions indicated on Drawings, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Shop-fabricate hangers.
1. Hanger Style: Downspout Strap
 2. Fabricate from the following materials:
 - a. Aluminum: 0.024 inch thick.
 - b. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch thick.
- 2.6 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS
- A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:
1. Aluminum: 0.032 inch thick.
 2. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch thick.
- B. Valley Flashing: Fabricate from the following materials:
1. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch thick.
- C. Drip Edges: Fabricate from the following materials:
1. Aluminum: 0.032 inch thick.
 2. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch thick.

D. Eave, Rake, Ridge, and Hip Flashing: Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.
2. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch thick.

2.7 WALL SHEET METAL FABRICATIONS

A. Opening Flashings in Frame Construction: Fabricate head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings. Form head and sill flashing with 2-inch-high, end dams. Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.
2. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch thick.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.

1. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of welds and sealant.
3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
5. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
6. Do not field cut sheet metal flashing and trim by torch.

B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

1. Coat concealed side of uncoated-aluminum sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.

- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
 - 1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
 - 2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
 - 3. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
 - 1. Use sealant-filled joints unless otherwise indicated.
 - a. Embed hooked flanges of joint members not less than 1 inch into sealant.
 - b. Form joints to completely conceal sealant.
 - c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
 - d. Adjust setting proportionately for installation at higher ambient temperatures.
 - 1) Do not install sealant-type joints at temperatures below 40 deg F.
 - 2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 "Joint Sealants."
- G. Rivets: Rivet joints in zinc where necessary for strength.

3.2 INSTALLATION OF ROOF-DRAINAGE SYSTEM

- A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Hanging Gutters:
 - 1. Join sections with riveted and sealant or joints sealed with sealant.
 - 2. Provide for thermal expansion.
 - 3. Attach gutters at eave or fascia to firmly anchor them in position.
 - 4. Provide end closures and seal watertight with sealant.
 - 5. Slope to downspouts.
 - 6. Install gutter with expansion joints at locations not exceeding, 50 feet apart. Install expansion-joint caps.

7. Install continuous gutter screens on gutters with noncorrosive fasteners, removable for cleaning gutters.

C. Downspouts:

1. Join sections with 1-1/2-inch telescoping joints.
2. Provide hangers with fasteners designed to hold downspouts securely to walls.
3. Locate hangers at top and bottom and at approximately 60 inches o.c.
4. Connect downspouts to underground drainage system.

3.3 INSTALLATION OF ROOF FLASHINGS

A. Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard.

1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.

B. Roof Edge Flashing:

1. Anchor to resist uplift and outward forces in accordance with recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification.

C. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric or butyl sealant and clamp flashing to pipes that penetrate roof.

3.4 INSTALLATION OF WALL FLASHINGS

A. Install sheet metal wall flashing to intercept and exclude penetrating moisture in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

B. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings.

3.5 INSTALLATION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.6 CLEANING

- A. Clean off excess sealants.

3.7 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 07 62 00

SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants.
 - 2. Nonstaining silicone joint sealants.
 - 3. Urethane joint sealants.
 - 4. Latex joint sealants.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product data.
- B. Samples: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-sealant schedule.

1.4 INFORMATIONAL SUBMITTALS

- A. Field Quality-Control Reports: For field-adhesion-test reports, for each sealant application tested.
- B. Sample warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Warranty Documentation:
 - 1. Manufacturers' special warranties.
 - 2. Installer's special warranties.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Authorized representative who is trained and approved by manufacturer.

- B. Testing Agency Qualifications: Qualified in accordance with ASTM C1021 to conduct the testing indicated.

1.7 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: Paintable or as selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

- A. Silicone, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. GE Construction Sealants; Momentive Performance Materials Inc.
- b. Pecora Corporation.
- c. Permathane; a Holcim brand.
- d. Polymeric Systems, Inc.
- e. Sherwin-Williams Company (The).
- f. Sika Corporation - Building Components.
- g. The Dow Chemical Company.
- h. Or Approved Equal.

2.3 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested in accordance with ASTM C1248.
- B. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. GE Construction Sealants; Momentive Performance Materials Inc.
 - b. Pecora Corporation.
 - c. Sika Corporation - Building Components.
 - d. The Dow Chemical Company.
 - e. Or Approved Equal.

2.4 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Bostik; Arkema.
 - b. PPG Paints; PPG Industries, Inc.
 - c. Pecora Corporation.
 - d. Permathane; a Holcim brand.
 - e. Polymeric Systems, Inc.
 - f. Sherwin-Williams Company (The).
 - g. Sika Corporation - Building Components.
 - h. Or Approved Equal.

2.5 LATEX JOINT SEALANTS

- A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C834, Type OP, Grade NF.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. PPG Paints; PPG Industries, Inc.
 - b. Pecora Corporation.
 - c. Sherwin-Williams Company (The).
 - d. Or Approved Equal.

2.6 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Construction Foam Products; a division of Nomaco, Inc.
 - b. Master Builders Solutions; brand of MBCC Group.
 - c. Or Approved Equal.
- B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.7 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
 3. Remove laitance and form-release agents from concrete.
 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.

- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
- G. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.
- H. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.3 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - a. Extent of Testing: Test completed and cured sealant joints as follows:
 - 1) Perform one test for each [1000 ft. (300 m)] <Insert dimension> of joint length thereafter or one test per each floor per elevation.
 - b. Test Method: Test joint sealants in accordance with Method A, Tail Procedure, in ASTM C1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

- c. Inspect tested joints and report on the following:
 - 1) Whether sealants filled joint cavities and are free of voids.
 - 2) Whether sealant dimensions and configurations comply with specified requirements.
 - 3) Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
 - d. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
 - e. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
2. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.
- B. Prepare test and inspection reports.

END OF SECTION 07 92 00

SECTION 09 91 13 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Primers.
 - 2. Finish coatings.
 - 3. Floor sealers and paints.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of topcoat product.

1.3 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Behr Paint Company; Behr Process Corporation.
 - 2. Benjamin Moore & Co.
 - 3. Kelly-Moore Paints.
 - 4. Rodda Paint Co.
 - 5. Sherwin-Williams Company (The).
 - 6. Or Approved Equal.

2.2 PAINT PRODUCTS, GENERAL

- A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by topcoat manufacturer for use in paint system and on substrate indicated.

B. Colors: **As selected by Architect from manufacturer's full range.**

2.3 PRIMERS

A. Exterior, Alkali-Resistant, Water-Based Primer: Pigmented, water-based primer formulated for use on alkaline surfaces, such as exterior plaster, vertical concrete, and masonry.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Behr Paint Company; Behr Process Corporation.
 - b. Benjamin Moore & Co.
 - c. Kelly-Moore Paints.
 - d. PPG Paints; PPG Industries, Inc.
 - e. Pratt & Lambert; a subsidiary of The Sherwin-Williams Company.
 - f. Rodda Paint Co.
 - g. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.
 - h. Sherwin-Williams Company (The).
 - i. Or Approved Equal.

B. Exterior, Latex Wood Primer: White, waterborne-emulsion primer formulated for resistance to extractive bleeding, mold, and microbials; for hiding stains; and for use on exterior wood subject to extractive bleeding.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Behr Paint Company; Behr Process Corporation.
 - b. Benjamin Moore & Co.
 - c. Kelly-Moore Paints.
 - d. PPG Paints; PPG Industries, Inc.
 - e. Pratt & Lambert; a subsidiary of The Sherwin-Williams Company.
 - f. Rodda Paint Co.
 - g. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.
 - h. Sherwin-Williams Company (The).
 - i. Or Approved Equal.

- C. Exterior, Latex Block Filler: Water-based, pigmented, high-solids, emulsion coating formulated to bridge and fill porous surfaces of exterior concrete masonry units in preparation for specified subsequent coatings.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Behr Paint Company; Behr Process Corporation.
 - b. Benjamin Moore & Co.
 - c. Kelly-Moore Paints.
 - d. PPG Paints; PPG Industries, Inc.
 - e. Rodda Paint Co.
 - f. Sherwin-Williams Company (The).
 - g. Valspar; a brand of The Sherwin-Williams Company.
 - h. Or Approved Equal.
 2. Minimum Solids Content: Manufacturer's standard percentage solids by volume.
- D. Water-Based Bonding Primer: Pigmented, water-based-emulsion primer formulated for exterior use and to promote adhesion of subsequent specified coatings.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Behr Paint Company; Behr Process Corporation.
 - b. Benjamin Moore & Co.
 - c. Kelly-Moore Paints.
 - d. PPG Paints; PPG Industries, Inc.
 - e. Pratt & Lambert; a subsidiary of The Sherwin-Williams Company.
 - f. Rodda Paint Co.
 - g. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.
 - h. Sherwin-Williams Company (The).
 - i. Or Approved Equal.
- E. Solvent-Based Bonding Primer: Pigmented, solvent-based primer formulated for exterior use and to seal substrates and promote adhesion of specified subsequent coatings.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Benjamin Moore & Co.
 - b. PPG Paints; PPG Industries, Inc.
 - c. Rodda Paint Co.
 - d. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.
 - e. Sherwin-Williams Company (The).
 - f. Or Approved Equal.

- F. Quick-Drying, Alkyd Metal Primer: Corrosion-resistant, solvent-based, modified-alkyd primer; lead and chromate free; formulated for quick-drying capabilities and for use on cleaned, exterior steel surfaces.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Benjamin Moore & Co.
 - b. PPG Paints; PPG Industries, Inc.
 - c. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.
 - d. Sherwin-Williams Company (The).
 - e. Or Approved Equal.

- G. Quick-Drying Aluminum Primer: Corrosion-resistant, solvent-based, alkyd or modified-alkyd primer formulated for quick-drying capabilities and for use on prepared exterior aluminum.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. PPG Paints; PPG Industries, Inc.
 - b. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.
 - c. Or Approved Equal.

2.4 FINISH COATINGS

- A. Exterior Latex Paint, Low Sheen: Water-based, pigmented coating; formulated for alkali, mold, microbial, and water resistance and for use on exterior surfaces, such as portland cement plaster, concrete, and primed wood.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Behr Paint Company; Behr Process Corporation.
 - b. Benjamin Moore & Co.
 - c. Kelly-Moore Paints.
 - d. PPG Paints; PPG Industries, Inc.
 - e. Pratt & Lambert; a subsidiary of The Sherwin-Williams Company.
 - f. Rodda Paint Co.
 - g. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.
 - h. Or Approved Equal.
 - 2. Gloss and Sheen Level: Manufacturer's standard low-sheen finish.

- B. Exterior Alkyd Enamel, Semigloss: Solvent-based, pigmented, alkyd enamel formulated for mold, microbial, and water resistance and for use on exterior, primed, wood and metal surfaces.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Behr Paint Company; Behr Process Corporation.
 - b. Rodda Paint Co.
 - c. Sherwin-Williams Company (The).
 - d. Or Approved Equal.
 2. Gloss Level: Manufacturer's standard semigloss finish.
- C. Quick-Drying Alkyd Enamel, Semigloss: Solvent-based, alkyd or modified-alkyd enamel formulated for quick-drying capabilities and for use on exterior, primed, metal and dimensionally stable wood surfaces.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Behr Paint Company; Behr Process Corporation.
 - b. Benjamin Moore & Co.
 - c. PPG Paints; PPG Industries, Inc.
 - d. Rodda Paint Co.
 - e. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.
 - f. Sherwin-Williams Company (The).
 - g. Or Approved Equal.
 2. Gloss Level: Manufacturer's standard semigloss finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify suitability of substrates, including surface conditions and compatibility, with finishes and primers.
- B. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems specified in this Section.

3.3 INSTALLATION

- A. Apply paints in accordance with manufacturer's written instructions.
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- B. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 09 91 13

SECTION 32 32 23 - SEGMENTAL RETAINING WALLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Segmental retaining walls.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Show sizes, profiles, coursing, and locations of retaining wall units; including backfill and leveling base materials.
 - 2. Show types, sizes, locations of soil reinforcing materials.
- C. Samples: Manufacturer's standard color sheets, showing full range of available colors and textures for segmental retaining wall units.

1.4 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Installers: Entity that employs installers certified under the National Concrete Masonry Association (NCMA) Certified Segmental Retaining Wall Installer program at the Basic certification level.
 - 2. Testing Agency: Qualified in accordance with ASTM E329 for testing indicated.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Compliance Review: Qualified professional engineer responsible for segmental retaining wall design shall review and approve submittals and source and field quality-control reports for compliance of materials and construction with design.

2.2 SEGMENTAL RETAINING WALL UNITS

- A. Concrete Units: ASTM C1372, Normal Weight, except that maximum water absorption shall not exceed 7 percent by weight and units shall not differ in height more than plus or minus 1/16 inch from specified dimension.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Allan Block Corporation.
 - b. Anchor Wall Systems, Inc.
 - c. CornerStone Wall Solutions Inc.
 - d. GeoStone Retaining Wall Systems, Inc.
 - e. Keystone Retaining Wall Systems LLC.
 - f. Nicolock.
 - g. Risi Stone Inc.
 - h. Rockwood Retaining Walls, Inc.
 - i. Select ICD; Innovative Concrete Design Corporation.
 - j. Tensar International Corporation.
 - k. Unilock Group of Companies.
 - l. Or Approved Equal.
 - 2. Provide units that interlock with courses above and below by means of integral lugs, lips, or tongues and grooves, pins, clips, splines, or hollow cores filled with drainage fill.
- B. Color: As selected by Architect from manufacturer's full range.
- C. Shape and Texture:
 - 1. Provide units matching basic shape, dimensions, and face texture of basis-of-design product.

2.3 INSTALLATION MATERIALS

- A. Pins: Product supplied by segmental retaining wall unit manufacturer for use with units provided, made from nondegrading polymer reinforced with glass fibers.
- B. Clips: Product supplied by segmental retaining wall unit manufacturer for use with units provided, made from nondegrading polymer reinforced with glass fibers.
- C. Cap Adhesive: Product supplied or recommended by segmental retaining wall unit manufacturer for adhering cap units to units below.
- D. Leveling Base: Comply with requirements in Drawings for leveling pad.
- E. Drainage Fill: Comply with requirements in Drawings for drainage course.

- F. Reinforced Soil Fill:
 - 1. Comply with requirements in Drawings for satisfactory soils.
- G. Nonreinforced-Soil Fill: Comply with requirements in Drawings for satisfactory soils.
- H. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.
- I. Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation of greater than 50 percent.
 - 1. Apparent Opening Size: No. 70 to 100 sieve, maximum; ASTM D4751.
 - 2. Minimum Grab Tensile Strength: 110 lb; ASTM D4632/D4632M.
 - 3. Minimum Weight: 4 oz./sq. yd.

PART 3 - EXECUTION

3.1 INSTALLATION OF RETAINING WALLS

- A. General: Place units in accordance with NCMA's "Segmental Retaining Wall Installation Guide" and segmental retaining wall unit manufacturer's written instructions.
 - 1. Lay units in running bond.
 - 2. Form corners and ends by using special units.
- B. Do not use units with chips, cracks, or other defects that are visible at a distance of 20 feet where such defects are exposed in the completed Work.
- C. Leveling Base: Place and compact base material to thickness indicated and with not less than 95 percent maximum dry unit weight in accordance with ASTM D698.
- D. First Course: Place first course of segmental retaining wall units for full length of wall. Place units in firm contact with each other, properly aligned and level.
 - 1. Tamp units into leveling base as necessary to bring tops of units into a level plane.
- E. Subsequent Courses: Remove excess fill and debris from tops of units in course below. Place units in firm contact, properly aligned, and directly on course below.
 - 1. For units with lugs designed to fit into holes in adjacent units, lay units so lugs are accurately aligned with holes, and bedding surfaces are firmly seated on beds of units below.
 - 2. For units with lips at front of units, slide units as far forward as possible for firm contact with lips of units below.
 - 3. For units with lips at bottom rear of units, slide units as far forward as possible for firm contact of lips with units below.
 - 4. For units with pins, install pins and align units.

5. For units with clips, install clips and align units.

F. Cap Units: Place cap units and secure with cap adhesive.

3.2 FILL PLACEMENT

A. General: Comply with requirements in NCMA's "Segmental Retaining Wall Installation Guide" and segmental retaining wall unit manufacturer's written instructions.

B. Fill voids between and within units with drainage fill. Place fill as each course of units is laid.

C. Place, spread, and compact drainage fill and soil fill in uniform lifts for full width and length of embankment as wall is laid. Place and compact fills without disturbing alignment of units. Where both sides of wall are indicated to be filled, place fills on both sides at same time. Begin at wall, and place and spread fills toward embankment.

1. Use only hand-operated compaction equipment within 48 inches of wall or one-half of height above bottom of wall, whichever is greater.

2. Compact reinforced-soil fill to not less than 95 percent maximum dry unit weight in accordance with ASTM D698.

a. In areas where only hand-operated compaction equipment is allowed, compact fills to not less than 90 percent maximum dry unit weight in accordance with ASTM D698.

3. Compact nonreinforced-soil fill to comply with Drawings.

D. Place drainage geotextile against back of wall, and place layer of drainage fill at least 6 inches wide behind drainage geotextile to within 12 inches of finished grade. Place another layer of drainage geotextile between drainage fill and soil fill.

E. Wrap subdrainage pipe with filter fabric and place in drainage fill as indicated, sloped not less than 0.5 percent to drain.

F. Place impervious fill over top edge of drainage fill layer.

G. Slope grade at top of wall away from wall unless otherwise indicated. Slope grade at wall base away from wall. Provide uniform slopes that prevent ponding.

3.3 FIELD QUALITY CONTROL

A. Comply with requirements in Drawings for field quality control.

B. Tests and Inspections:

1. In each compacted backfill layer, perform at least one field in-place compaction test for each 24 inches of fill depth and each 50 feet or less of segmental retaining wall length.

2. Segmental retaining wall system will be considered defective if it does not pass tests and inspections.

- C. Prepare test and inspection reports.

END OF SECTION 32 32 23

SECTION 334200 - STORMWATER CONVEYANCE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. PVC pipe and fittings.
 - 2. Cleanouts.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

- A. Profile Drawings: Show system piping in elevation. Draw profiles at horizontal scale of not less than 1 inch equals 50 feet and vertical scale of not less than 1 inch equals 5 feet. Indicate manholes and piping. Show types, sizes, materials, and elevations of other utilities crossing system piping.
- B. Product Certificates: For each type of cast-iron soil pipe and fitting.
- C. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 PVC PIPE AND FITTINGS

- A. NSF Marking: Comply with NSF 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-drain" for plastic storm drain and "NSF-sewer" for plastic storm sewer piping.
- B. Adhesive Primer: ASTM F656.

2.2 CLEANOUTS

- A. PVC Cleanouts:

1. Description: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Section 312000 "Earth Moving."

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings in accordance with manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- D. Install gravity-flow, nonpressure drainage piping in accordance with the following:
 1. Install piping pitched down in direction of flow.
 2. Install piping NPS 6 and larger with restrained joints at tee fittings and at changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place concrete supports or anchors.
 3. Install piping with 36-inch- minimum cover.

3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure drainage piping in accordance with the following:
 1. Join PVC piping in accordance with ASTM D2321 for elastomeric-seal joints.
 2. Join dissimilar pipe materials with nonpressure-type flexible couplings.

3.4 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
 1. Use Light-Duty, top-loading classification cleanouts in earth or unpaved foot-traffic areas.

2. Use Medium-Duty, top-loading classification cleanouts in paved foot-traffic areas.

- B. Set cleanout frames and covers in earth in cast-in-place concrete. Set with tops 1 inch above surrounding earth grade.
- C. Set cleanout frames and covers in concrete pavement and roads with tops flush with pavement surface.

3.5 STORMWATER INLET INSTALLATION

- A. Install outlets that spill onto grade, anchored with concrete, where indicated.
- B. Install outlets that spill onto grade, with flared end sections that match pipe, where indicated.

3.6 CONNECTIONS

- A. Make connections to existing piping and underground manholes.
 - 1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping.
 - 2. Make branch connections from side into existing piping, NPS 4 to NPS 20. Remove section of existing pipe, install wye fitting into existing piping.
 - 3. Protect existing piping and structures to prevent debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.
- B. Pipe couplings, expansion joints, and deflection fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
 - 1. Use nonpressure-type flexible couplings where required to join gravity-flow, nonpressure sewer piping unless otherwise indicated.
 - a. Unshielded or Shielded flexible couplings for same or minor difference OD pipes.
 - b. Unshielded, increaser/reducer-pattern, flexible couplings for pipes with different OD.
 - c. Ring-type flexible couplings for piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.

3.7 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
 - 1. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.
- B. Backfill to grade in accordance with Drawings.

3.8 IDENTIFICATION

- A. Materials and their installation are specified in Drawings. Arrange for installation of green warning tape directly over piping and at outside edge of underground structures.
 - 1. Use detectable warning tape over nonferrous piping and over edges of underground structures.

3.9 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 - 1. Submit separate reports for each system inspection.
 - 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 - 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 - 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 - 1. Do not enclose, cover, or put into service before inspection and approval.
 - 2. Test completed piping systems in accordance with requirements of authorities having jurisdiction.
 - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 - 4. Submit separate report for each test.
 - 5. Gravity-Flow Storm Drainage Piping: Test in accordance with requirements of authorities having jurisdiction, UNI-B-6, and the following:
 - a. Exception: Piping with soiltight joints unless required by authorities having jurisdiction.
 - b. Option: Test plastic piping in accordance with ASTM F1417.
- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

3.10 CLEANING

- A. Clean interior of piping of dirt and superfluous materials. Flush with water.

END OF SECTION 33 42 00

SECTION 33 46 00 - SUBDRAINAGE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Perforated-wall pipe and fittings.
 - 2. Geotextile filter fabrics.

1.2 ACTION SUBMITTALS

- A. Product Data: For geotextile filter fabrics.

PART 2 - PRODUCTS

2.1 PERFORATED-WALL PIPES AND FITTINGS

- A. Perforated PE Pipe and Fittings: ASTM F405 or AASHTO M 252, Type CP; corrugated, for coupled joints.

2.2 SOIL MATERIALS

- A. Soil materials are specified in Section 312000 "Earth Moving."

2.3 WATERPROOFING FELTS

- A. Material: Comply with ASTM D227, coal-tar-saturated organic felt.

2.4 GEOTEXTILE FILTER FABRICS

- A. Description: Fabric of PP or polyester fibers or combination of both, with flow rate range from 110 to 330 gpm/sq. ft. when tested in accordance with ASTM D4491.
- B. Structure Type: Nonwoven, needle-punched continuous filament.
 - 1. Styles: Flat and sock.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Drawings.

3.2 RETAINING WALL DRAINAGE INSTALLATION

- A. Place and compact impervious fill to dimensions indicated, but not less than 6 inches deep and 12 inches wide.
- B. Lay flat-style geotextile filter fabric in trench and overlap trench sides.
- C. Place supporting layer of drainage course over compacted subgrade and geotextile filter fabric, to compacted depth of not less than 4 inches .
- D. Install drainage piping as indicated in Part 3 "Piping Installation" Article for retaining wall subdrainage.
- E. Add drainage course to width of at least 6 inches on side away from wall and to top of pipe to perform tests.
- F. After satisfactory testing, cover drainage piping to width of at least 6 inches on side away from footing and above top of pipe to within 12 inches of finish grade.
- G. Install drainage course and wrap top of drainage course with flat-style geotextile filter fabric.
- H. Place layer of flat-style geotextile filter fabric over top of drainage course, overlapping edges at least 4 inches.
- I. Place backfill material over compacted drainage course. Place material in loose-depth layers not exceeding 6 inches. Thoroughly compact each layer. Final backfill to finish elevations and slope away from building.

3.3 PIPING INSTALLATION

- A. Install piping beginning at low points of system, true to grades and alignment indicated, with unbroken continuity of invert. Bed piping with full bearing in filtering material. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions and other requirements indicated.
 - 1. Retaining-Wall Subdrainage: When water discharges at end of wall into stormwater piping system, install piping level and with a minimum cover of 36 inches unless otherwise indicated.
 - 2. Lay perforated pipe with perforations down.
 - 3. Excavate recesses in trench bottom for bell ends of pipe. Lay pipe with bells facing upslope and with spigot end entered fully into adjacent bell.
- B. Use increasers, reducers, and couplings made for different sizes or materials of pipes and fittings being connected. Reduction of pipe size in direction of flow is prohibited.
- C. Install thermoplastic piping in accordance with ASTM D2321.

3.4 PIPE JOINT CONSTRUCTION

- A. Join perforated PE pipe and fittings with couplings in accordance with ASTM D3212 with loose banded, coupled, or push-on joints.
- B. Special Pipe Couplings: Join piping made of different materials and dimensions with special couplings made for this application. Use couplings that are compatible with and fit materials and dimensions of both pipes.

3.5 CLEANOUT INSTALLATION

- A. Comply with requirements for cleanouts specified in Drawings.
- B. Cleanouts for Retaining-Wall Subdrainage:
 - 1. Install cleanouts from piping to grade. Locate cleanouts at beginning of piping run and at changes in direction. Install fittings so cleanouts open in direction of flow in piping.
 - 2. In vehicular-traffic areas, use NPS 4 cast-iron soil pipe and fittings for piping branch fittings and riser extensions to cleanout. Set cleanout frames and covers in a cast-in-place concrete anchor, 18 by 18 by 12 inches deep. Set top of cleanout flush with grade.
 - 3. In nonvehicular-traffic areas, use NPS 4 PVC pipe and fittings for piping branch fittings and riser extensions to cleanout. Set cleanout frames and covers in a cast-in-place concrete anchor, 12 by 12 by 4 inches deep. Set top of cleanout 1 inch above grade.

3.6 CONNECTIONS

- A. Connect low elevations of subdrainage system to building's solid-wall-piping storm drainage system.
- B. Where required, connect low elevations of subdrainage to stormwater sump pumps.

3.7 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. After installing drainage course to top of piping, test drain piping with water to ensure free flow before backfilling.
 - 2. Remove obstructions, replace damaged components, and repeat test until results are satisfactory.
- B. Drain piping will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.8 CLEANING

- A. Clear interior of installed piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plugs in ends of uncompleted pipe at end of each day or when work stops.

END OF SECTION 33 46 00

HAVEN HOUSE

ROOF PITCH & WATER DIVERSION & INFILTRATION PROJECT

15170 SE RIVER RD, MILWAUKIE, OREGON 97267

OWNER CONTACT
 CLACKAMAS COUNTY
 HOUSING AND COMMUNITY DEVELOPMENT DIVISION
 2051 KAEN ROAD, SUITE 245
 OREGON CITY, OREGON 97045
 CONTACT: STEVE KELLY
 STEVEKEL@CLACKAMAS.US
 971.284.9949

CONTRACTOR
 TO BE DETERMINED

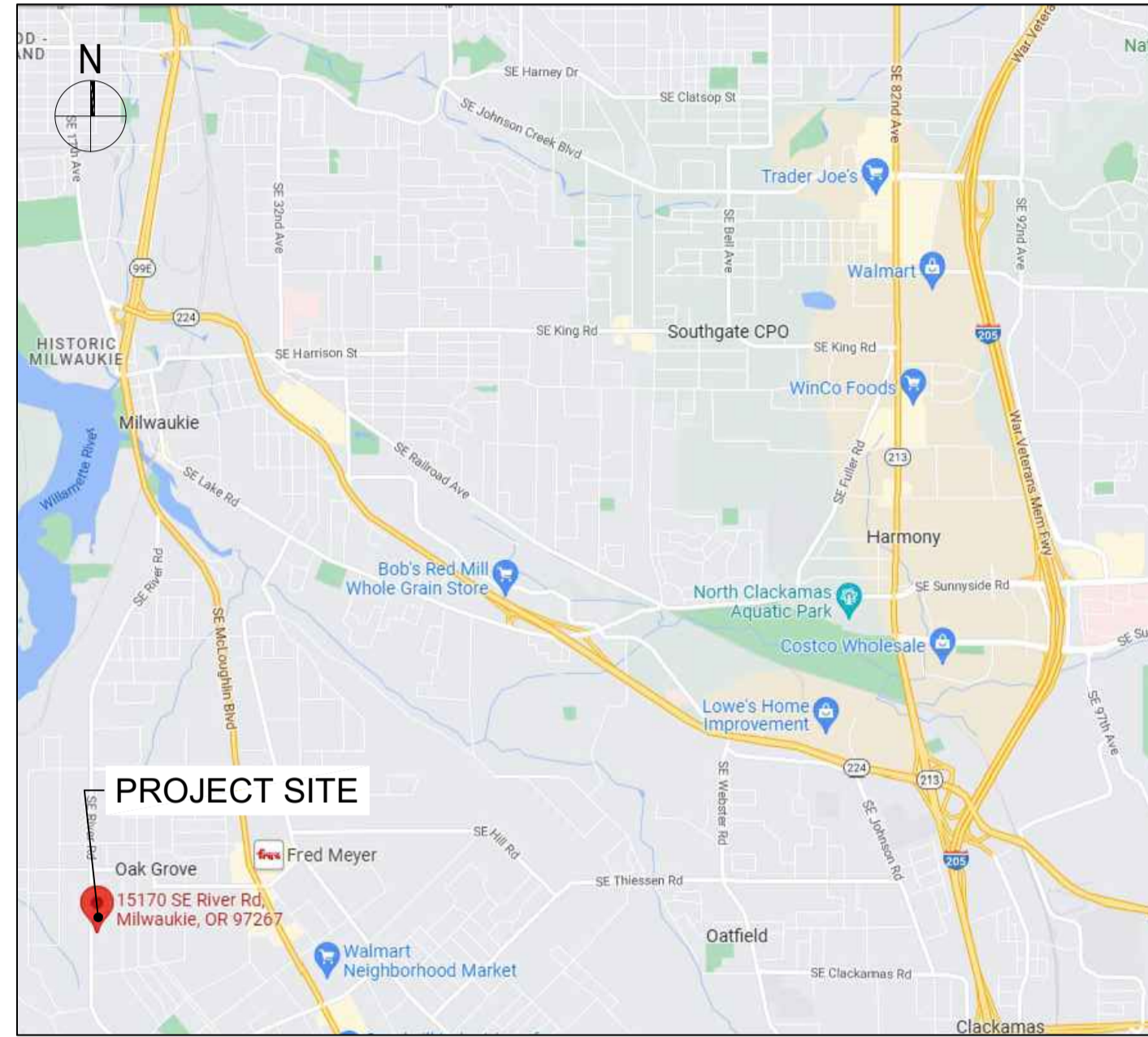
ARCHITECT
 SOLARC ARCHITECTURE, INC.
 3115 NE SANDY BLVD., SUITE 120
 PORTLAND, OREGON 97232
 CONTACT: NATE CARTER
 NATE@SOLARC-A.COM
 971.344.1919

CIVIL ENGINEERING
 PACE ENGINEERING
 4500 KRUSE WAY, SUITE 250
 LAKE OSWEGO, OREGON 97035
 CONTACT: BRIAN LEE
 BRIANL@PACEENGRS.COM
 503.597.3222

DESIGN-BUILD TRADES
 MECHANICAL
 ELECTRICAL
 PLUMBING

DEFERRED SUBMITTALS
 PRE-MANUFACTURED ROOF TRUSSES

PROPERTY LOCATION



ABBREVIATIONS

ACOUS	ACOUSTICAL	LAV	LAVATORY
ALUM	ALUMINUM	MAX	MAXIMUM
BD	BOARD	MFR	MANUFACTURER
BLD'G	BUILDING	MIN	MINIMUM, MINUTE
BLK'G	BLOCKING	MISC	MISCELLANEOUS
B.O.	BOTTOM OF	MTD	MOUNTED
		MTL	METAL
CLG	CEILING	NTS	NOT TO SCALE
CLR	CLEAR	(N)	NEW
COL	COLUMN	NIC	NOT IN CONTRACT
CONT	CONTINUOUS	OA	OVERALL
DEMO	DEMOLISHED	OC	ON CENTER
DIA	DIAMETER	OD	OUTSIDE DIAMETER
D.O.	DOOR OPENING	OPP	OPPOSITE
DWG	DRAWING(S)	PT	PRESSURE TREATED
EA	EACH	R	RADIUS
ELEC	ELECTRICAL	(R)	RELOCATED
ELEV	ELEVATION	RO	ROUGH OPENING
EQ	EQUAL	SC	SOLID CORE
(E)	EXISTING	SHTHG	SHEATHING
EXP	EXPANSION	SIM	SIMILAR
EXT	EXTERIOR	SQ	SQUARE
FE	FIRE EXTINGUISHER	STD	STANDARD
FIN	FINISH	STL	STEEL
FOF	FACE OF FINISH	THK	THICK
FOS	FACE OF STUDS OR STEEL	TC	TOP OF CURB
FT	FOOT, FEET	G.C.	TOP OF
GA	GAUGE	TYP	TYPICAL
G.B.	GYPSUM BOARD	UON	UNLESS OTHERWISE NOTED
GL	GLASS	VER	VERIFY
HC	HOLLOW CORE	VERT	VERTICAL
HDWR	HARDWARE	VIF	VERIFY IN FIELD
HGT	HEIGHT	W/	WITH
HM	HOLLOW METAL	W/O	WITHOUT
HORIZ	HORIZONTAL		
ID	INSIDE DIAMETER		
INT	INTERIOR		
LAM	LAMINATES		

DRAWING INDEX

SHEET #	SHEET TITLE	ISSUE LOG		
		ISSUED FOR BIDDING	PERMIT COMMENTS 4 APR 2023	PERMIT COMMENTS 1 JAN 2023
GENERAL				
G000	COVER SHEET	•	•	
G100	CODE SUMMARY			•
G110	WIND UPLIFT PLAN	•		
ARCHITECTURAL				
A100	EXISTING SITE PLAN	•		
A200	DEMO ROOF PLAN	•		
A210	NEW ROOF PLAN	•		
A220	REFLECTED CEILING PLAN	•		
A300	DEMO ELEVATIONS	•		
A301	NEW ELEVATIONS	•		
A301	NEW ELEVATIONS	•		
A800	DETAILS	•		
CIVIL				
C1	EXISTING CONDITION & DEMOLITION PLAN	•		
C2	EROSION CONTROL PLAN	•		
C3	STORM DRAINAGE & RETAINING WALL PLAN	•		
C4	RETAINING WALL DETAILS	•		
C5	STORM & EROSION CONTROL DETAILS	•		
STRUCTURAL				

GENERAL NOTES

- DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN CONCERNS AND MAJOR ELEMENTS OF STRUCTURAL SYSTEMS. AS SUCH, THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. ON THE BASIS OF GENERAL SCOPE INDICATED OR DESCRIBED, THE CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.
- THE CONTRACTOR SHALL VISIT THE SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS. HE/SHE SHALL INVESTIGATE, VERIFY, AND BE RESPONSIBLE FOR ALL CONDITIONS OF THE PROJECT, AND SHALL NOTIFY THE ENGINEER THROUGH APPROVED CONTACT METHODS, OF ANY CONDITIONS REQUIRING MODIFICATION PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL COORDINATE ALL TRADES RELATED TO HIS OR HER WORK.
- NO WORK SHALL BE PERFORMED OR PERMIT VALIDATED FOR ANY ITEM LISTED AS DEFERRED WITHOUT FIRST BEING REVIEWED AND APPROVED BY THE DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE AND SUBSEQUENTLY APPROVED BY THE BUILDING OFFICIAL.
- ALL CONSTRUCTION SHALL COMPLY WITH THE LATEST EDITION OF THE OREGON STRUCTURAL SPECIALTY CODE, PLUMBING CODE, MECHANICAL CODE, ELECTRICAL CODE, FIRE CODE, ENERGY CODE AND ALL OTHER APPLICABLE CODES.
- ALL FIELD DIMENSIONS TAKE PRECEDENCE OVER DIMENSIONS ON DRAWINGS. USE DIMENSIONAL INFORMATION GIVEN. DO NOT SCALE DRAWINGS.
- ANY DAMAGE TO EXISTING MATERIALS AND/OR CONDITIONS THAT ARE TO REMAIN OR BE REUSED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR OR REPLACE SUCH EXISTING MATERIALS AT NO ADDITIONAL COST OR CONDITIONS TO THE OWNER.
- CONTRACTOR TO COORDINATE SCHEDULING OF ALL RELATED WORK OCCURRING IN ADJACENT SITES WITH OWNERS.
- FIRE SAFE/ SEAL ALL FLOOR/ WALL PENETRATIONS TO MEET APPLICABLE CODE REQUIREMENTS AS THEY RELATE TO FIRE RATED ASSEMBLIES.
- CONTRACTOR SHALL NOT PERFORM ANY CONSTRUCTION ACTIVITY OR INSTALL ANY OBJECTS WITHIN THE PUBLIC RIGHTS-OF-WAY OR EASEMENTS OF THE MUNICIPALITY WITHOUT A VALID CONSTRUCTION PERMIT AND / OR A STREET OPENING PERMIT OR AN ENCROACHMENT PERMIT ISSUED BY THE CITY'S PUBLIC WORKS DEPARTMENT.
- CONTRACTOR SHALL COMPLY WITH ALL LOCAL BUILDING CODE REGULATIONS AND STATE DEPARTMENT OF INDUSTRIAL RELATIONS. DIVISION OF INDUSTRIAL SAFETY (O.S.H.A) REGULATIONS AND REQUIREMENTS.
- CONTRACTOR SHALL INVESTIGATE, VERIFY AND BE RESPONSIBLE FOR ALL CONDITIONS AND DIMENSIONS OF THE PROJECT AND SHALL NOTIFY ARCHITECT/ ENGINEER ABOUT ANY CONDITION REQUIRING MODIFICATIONS OR CHANGE BEFORE PROCEEDING WITH THE WORK.
- CONTRACTOR SHALL REFER TO AND CROSS-CHECK DETAILS, DIMENSIONS, NOTES, AND ALL REQUIREMENTS SHOWN ON THE ARCHITECTURAL DRAWINGS WITH RELATED REQUIREMENTS ON THE CIVIL, LANDSCAPE, STRUCTURAL, PLUMBING, MECHANICAL AND/OR ELECTRICAL DRAWINGS.
- REFERENCE OF DRAWINGS IS FOR CONVENIENCE ONLY AND DOES NOT LIMIT APPLICATION OF ANY DRAWINGS OR DETAILS.
- THE STRUCTURE IS DESIGNED AS A STABLE UNIT AFTER ALL COMPONENTS ARE IN PLACE. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE TEMPORARY BRACING AS REQUIRED OR PORTION THEREOF DURING CONSTRUCTION.
- PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, THE CONTRACTOR SHALL HAVE EVIDENCE OF CURRENT GENERAL LIABILITY, WORKERS COMPENSATION INSURANCE AND BONDING COVERAGE IN COMPLIANCE WITH STATE OF OREGON ORDINANCE.
- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BLOCKING, BACKING, FRAMING, AND SLEEVES FRAMING FOR LIGHT FIXTURES, ELECTRICAL UNITS, A/C EQUIPMENT, COUNTERS, HANDRAILS, RAILINGS, AND ALL OTHER ITEMS REQUIRING SAME.
- THE CONTRACTOR SHALL PROVIDE FIRE EXTINGUISHERS AS REQUIRED BY THE FIELD INSPECTOR DURING CONSTRUCTION. PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING NOT LESS THAN 10BC AS REQUIRED BY FIRE MARSHAL FIELD INSPECTOR.

PROJECT DESCRIPTION

- THIS PROJECT CONSISTS OF:
- REPLACEMENT OF A 4,200 SF ROOF STRUCTURE AND ASSOCIATED CEILING TO CREATE A BETTER SLOPE FOR DRAINAGE AND THE USE OF COMPOSITE ASPHALT SHINGLES.
 - REPLACEMENT THE EXISTING RETAINING WALL ALONG THE EAST AND NORTH SIDES OF THE REAR YARD. INSTALL ADDITIONAL FRENCH DRAINS TO BETTER MITIGATE GROUND STORM WATER.
 - THE REMOVAL OF HAZARDOUS TREES ALONG THE SLOPE OF THE NORTH SIDE OF THE REAR YARD.

PROPERTY INFORMATION

ADDRESS: 15170 SE RIVER RD, MILWAUKIE, OREGON 97267
 TAX LOT: 21E11AD03600
 JURISDICTION: CLACKAMAS COUNTY
 ZONE: DESIGNATION: R7
 APPLICABLE CODES: 2022 OREGON STRUCTURAL SPECIALTY CODE
 2021 OREGON ENERGY EFFICIENCY SPECIALTY CODE
 2021 OREGON ELECTRICAL SPECIALTY CODE
 2022 OREGON MECHANICAL SPECIALTY CODE
 2021 OREGON PLUMBING SPECIALTY CODE
 AREAS: SITE: 0.41 AC
 BLDG: 4,108 SF

CLACKAMAS COUNTY
HAVEN HOUSE
ROOF PITCH & WATER DIVERSION & INFILTRATION PROJECT
 15170 SE RIVER RD MILWAUKIE, OR 97267

REVISIONS:
 PERMIT COMMENTS 4 APR 2023
 PERMIT COMMENTS 1 JUNE 2023

PROJECT INFORMATION:
 PROJECT #: 22-035
 DATE: 23-MAR-2023
 DRAWN BY: CG
 CHECK BY: NDC

SHEET TITLE:

COVER SHEET

SHEET #:

G
000

FULL SIZE PRINT: 22 x 34



APPROVED PLANS

B0176323



THESE PLANS HAVE BEEN REVIEWED AND ARE

APPROVED

THE APPROVAL OF THESE PLANS SHALL NOT BE CONSTRUED TO BE A PERMIT FOR ANY VIOLATION OF ANY REQUIREMENT OF THIS COUNTY PERMIT #B0176323 DATE 06/08/23

THESE PLANS SHALL BE ON THE JOB FOR ALL REQUESTED INSPECTIONS

ISSUED FOR CLIENT REVIEW

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BUILDING CODE SUMMARY

GENERAL NOTES

- ALL RATED WALLS EXTEND FROM FLOOR TO STRUCTURE ABOVE.
- BUILDING IS EQUIPPED THROUGHOUT WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM.

APPLICABLE CODES

ALL WORK TO COMPLY WITH CURRENT FEDERAL, STATE, COUNTY, CITY BUILDING & ADA CODES & REGULATIONS.

OREGON STATE BUILDING CODES:
 2022 OREGON STRUCTURAL SPECIALTY CODE
 2021 OREGON ENERGY EFFICIENCY SPECIALTY CODE
 2021 OREGON ELECTRICAL SPECIALTY CODE
 2022 OREGON MECHANICAL SPECIALTY CODE
 2021 OREGON PLUMBING SPECIALTY CODE

CHAPTER 3 - USE & OCCUPANCY CLASSIFICATION

SECTION 310.5: R-4 - RESIDENTIAL CONDITION ONE

CHAPTER 5 - GENERAL BUILDING HEIGHTS & AREAS

SECTION 502: BUILDING ADDRESS
 THE ADDRESS IDENTIFICATION SHALL BE LEGIBLE AND PLACED IN A POSITION THAT IS VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. CHARACTERS SHALL CONTRAST WITH THEIR BACKGROUNDS. NUMBERS SHALL BE ARABIC NUMBERS OR ALPHABETICAL LETTERS. EACH CHARACTER SHALL BE MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 1/8 INCH.

TABLE 504.3: ALLOWABLE BUILDING HEIGHT ABOVE GRADE

OCCUPANCY	FIRE SPRINKLER	CONST. TYPE	HEIGHT
R (S13D)	YES	V-B	40'-0"

TABLE 504.4: ALLOWABLE NUMBER OF STORIES ABOVE GRADE

OCCUPANCY	FIRE SPRINKLER	CONST. TYPE	STORIES
R-4 (S13D)	YES	V-B	2

TABLE 506.2: ALLOWABLE AREA FACTOR

CONST. TYPE	FIRE SPRINKLER	CONST. TYPE	AREA
R-4 (S13D)	YES	V-B	7,000 SF

CHAPTER 6 - TYPES OF CONSTRUCTION

TABLE 601: V-B

PRIMARY STRUCTURAL FRAME	0 HR
BEARING WALLS (EXTERIOR)	0 HR
BEARING WALLS (INTERIOR)	0 HR
NON BEARING WALLS	0 HR
FLOOR CONSTRUCTION	0 HR
ROOF CONSTRUCTION	0 HR

CHAPTER 7 - FIRE AND SMOKE PROTECTION

TABLE 705.5: FIRE SEPARATION DISTANCE FOR EXTERIOR WALLS

CONST. TYPE	OCCUP.	DISTANCE	RATING
V-B	R-4	5' X < 10'	1 HR
		10' X < 30'	0 HR
		X 30'	0 HR

TABLE 705.8: MAX. AREA OF EXTERIOR WALL OPENINGS

SEP. DIST.	DEGREE OF OPENING	ALLOWABLE AREA
5' TO LESS THAN 10'	P	25%
15' TO LESS THAN 20'	P	75%
20' TO LESS THAN 25'	P	NO LIMIT
30' OR MORE	P	NO LIMIT

CHAPTER 8 - INTERIOR FINISHES

TABLE 803.13: INTERIOR WALL & CEILING FINISH REQUIREMENTS

OCCUPANCY	FIRE SPRINKLER	INT. EXITS	PASSAGEWAYS	CORRIDORS	ROOMS
R-4	YES	B	C	C	C

CHAPTER 9 - FIRE PROTECTION SYSTEMS

PORTABLE FIRE EXTINGUISHERS TO BE PROVIDED IN ACCORDANCE WITH THIS SECTION AND ALL APPLICABLE CODES.

FIRE ALARM AND DETECTION SYSTEMS ARE TO BE INSTALLED IN ACCORDANCE WITH THIS SECTION AND ALL APPLICABLE CODES.

CHAPTER 10 - MEANS OF EGRESS

SECTION 1004: OCCUPANT LOAD

FUNCTION	AREA	LOAD FACTOR	OCCUP. LOAD
RESIDENTIAL	4,010 SF	200 GROSS	20

SECTION 1005.3: MINIMUM EGRESS WIDTH
 OTHER COMPONENTS: 20 OCCUP. (0.2) = 4"

TABLE 1006.2.1: COMMON PATH OF EGRESS - ONE EXIT

OCCUPANCY	OCCUP. LOAD	MAX. DISTANCE
R-4	20	75'-0"

TABLE 1006.3.2: MIN. NUMBERS OF EXITS

OCCUP. LOAD	MIN. NUMBER
44	2

SECTION 1008: MEANS OF EGRESS ILLUMINATION
 EMERGENCY ILLUMINATION SHALL BE PROVIDED FOR A PERIOD OF 90 MINUTES IN THE EVENT OF A FAILURE OF NORMAL LIGHTING. ILLUMINATION SHALL BE NOT LESS THAN ONE FOOT-CANDLE AT THE WALKING SURFACE ALONG THE PATH OF EGRESS, AND THE EGRESS LIGHTING POWER SERVICE IS TO HAVE BATTERY BACK-UP POWER SOURCE.

SECTION 1013: EXIT SIGNS
 EXITS SHALL BE MARKED BY AN APPROVED EXIT SIGN READILY VISIBLE FROM ANY DIRECTION OF EGRESS TRAVEL. EXIT SIGNS TO BE INTERNALLY ILLUMINATED AT ALL TIMES AND ON AN EMERGENCY BACK-UP POWER SOURCE.

TABLE 1017.2: EXIT ACCESS TRAVEL DISTANCE WITH SPRINKLER SYSTEM

OCCUPANCY	WITH SPRINKLER SYSTEM
R	250'

TABLE 1020.2: CORRIDOR FIRE-RESISTANCE RATING

OCCUPANCY	OCCUP. LOAD	FIRE SPRINKLER	RATING
R	>10	YES	1-HR

TABLE 1020.3: MIN. CORRIDOR WIDTH

OCCUPANCY	MIN. WIDTH
ANY FACILITY NOT LISTED	44"

CHAPTER 11 - ACCESSIBILITY

THIS DEVELOPMENT IS TO COMPLY WITH THE ICC A117.1, AMERICANS WITH DISABILITIES ACT, FAIR HOUSING ACT, AND THIS CHAPTER OF THE 2022 OSSC.

CHAPTER 29 - PLUMBING SYSTEMS

TABLE 2902.1: MIN. REQUIRED PLUMBING FIXTURES

CLASS	OCCUP. LOAD	WATER CLOSET	LAVATORIES	SHOWERS	FOUNTAINS
RESIDENTIAL	20	2	2	2	N/A

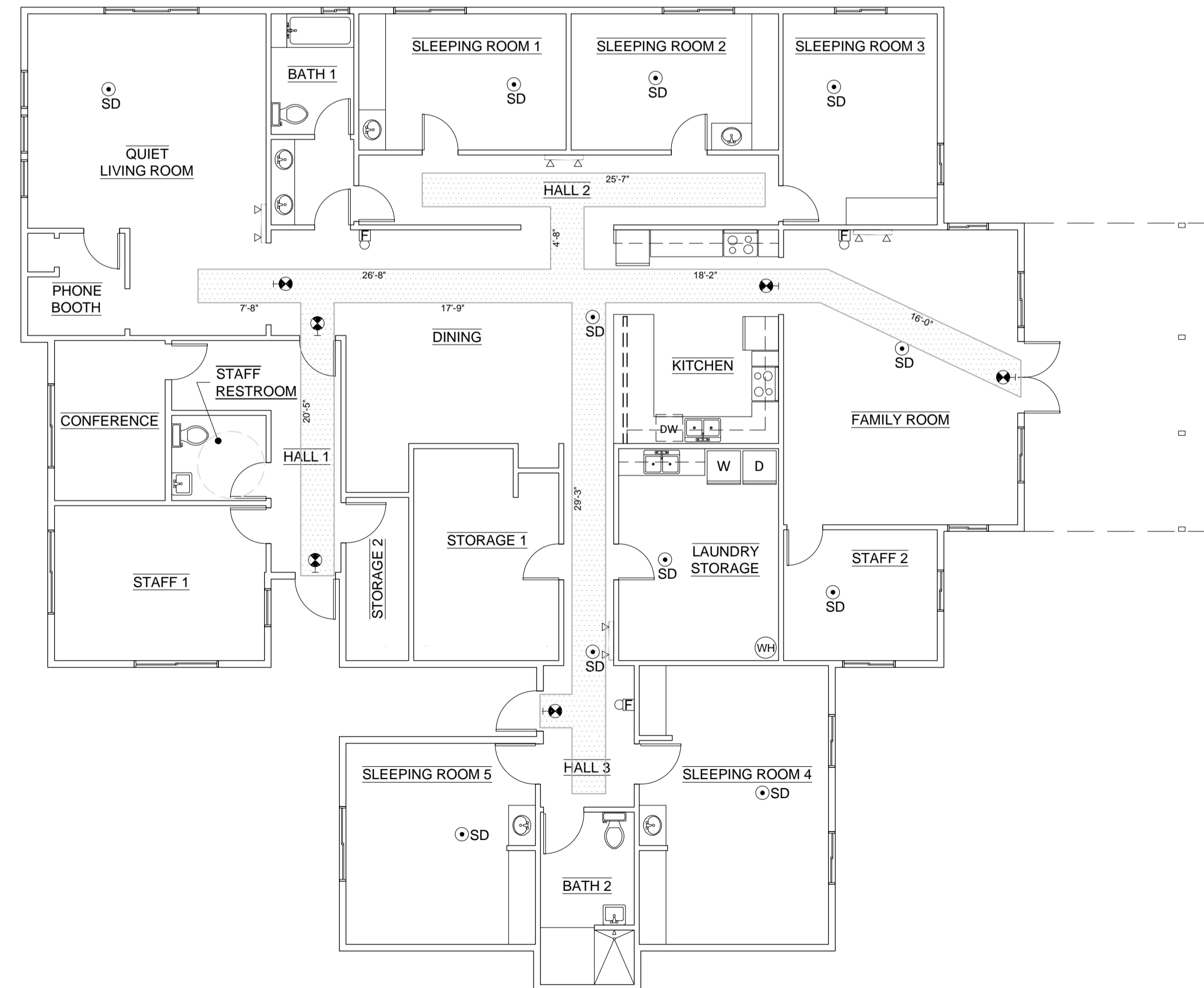
ENERGY CODE

ALL WORK TO COMPLY WITH 2021 OREGON ENERGY EFFICIENCY SPECIALTY CODE & ASHRAE STANDARD 90.1-2019 FOR CLIMATE ZONE 4C.

5 - BUILDING ENVELOPE

TABLE 5.5-4: BUILDING ENVELOPE REQUIREMENTS

OPAQUE ELEMENT	REQUIRED PERFORMANCE
ROOF	
ATTIC	R-49
WALLS, ABOVE GRADE	
WOOD FRAMED	R-20
FLOORS	
WOOD FRAMED	R-30
OPAQUE DOORS	
SWINGING	U-0.37
NON-SWING	U-0.31
FENESTRATION	
FIXED	U-0.36
OPERABLE	U-0.45
ENTRANCE DOOR	U-0.63



OCCUPANT LOAD TABLE

SPACE	OCCUPANCY	SQ. FT.	LOAD FACTOR	# OF OCCUPANTS	# OF EXITS
QUIET LIVING ROOM	R-3	366	50	8	1
FAMILY ROOM	R-3	384	50	8	1
DINING	R-3	335	50	7	1
KITCHEN	R-3	109	200	1	1
CONFERENCE	B	98	150	1	1
STAFF 1	B	181	150	2	1
STAFF 2	B	112	150	1	1
PHONE BOOTH	R-3	48	200	1	1
LAUNDRY STORAGE	R-3	165	300	1	1
STORAGE 1	R-3	164	300	1	1
STORAGE 2	R-3	60	300	1	1
SLEEPING ROOM 1	R-3	137	200	2	1
SLEEPING ROOM 2	R-3	131	200	2	1
SLEEPING ROOM 3	R-3	167	200	2	1
SLEEPING ROOM 4	R-3	252	200	2	1
SLEEPING ROOM 5	R-3	191	200	2	1
BATH 1	R-3	62	200	1	1
BATH 2	R-3	50	200	1	1
TOTAL:				44	2

1 CODE FLOOR PLAN
 SCALE: 1/8" = 1'-0"



LEGEND OF SYMBOLS

- EMERGENCY LIGHTING WITH BATTERY PACK
- EXIT SIGN
- SD SMOKE DETECTOR
- FIRE ALARM BELL



CLACKAMAS COUNTY
HAVEN HOUSE
ROOF PITCH & WATER DIVERSION & INFILTRATION PROJECT
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 PERMIT COMMENTS 6 JUNE 2023

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CODE SUMMARY

G

100

APPROVED PLANS



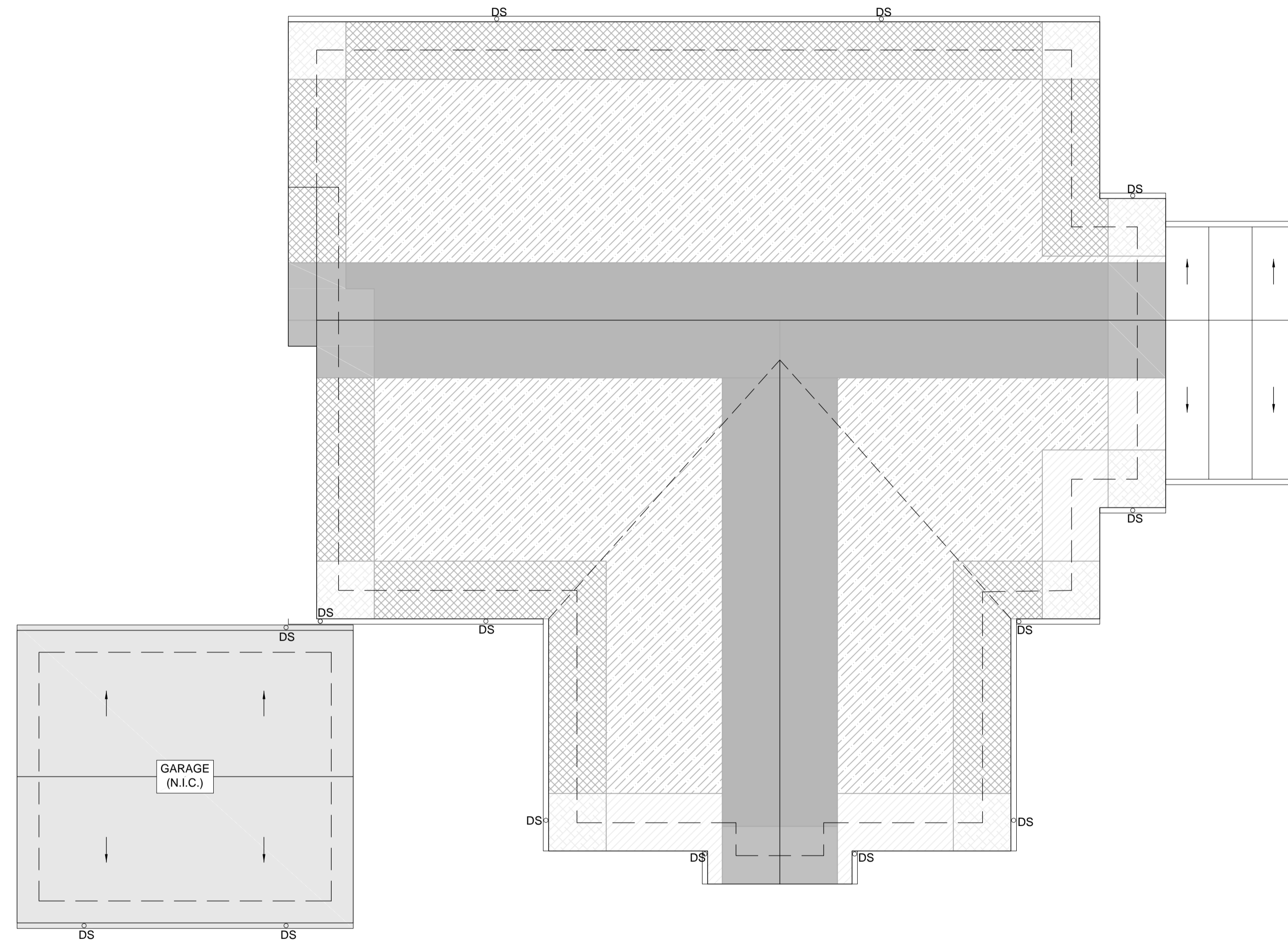
LEGEND

	ZONE 1
	ZONE 2e
	ZONE 2n
	ZONE 2r
	ZONE 3e
	ZONE 3r

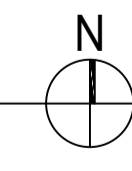
GENERAL NOTES

1. ROOF SHALL MEET FM APPROVALS REQUIREMENTS. SEE SPECIFICATIONS FOR MORE INFORMATION.

ROOF WIND UP-LIFT SCHEDULE					
ZONES	WIND PRESSURES (PSF)	MINIMUM WIND UPLIFT APPROVAL RATINGS NEEDED			
		ROOF	FASCIA	COPING	GUTTER
1	24 psf	1-60			
2e	24 psf	1-60	1-60	1-60	1-60
2n	38 psf	1-90	1-60	1-60	1-60
2r	38 psf	1-90			
3e	38 psf	1-90	1-60	1-60	1-60
3r	41 psf	1-90	1-60	1-60	1-60



1 WIND UPLIFT PLAN
 SCALE: 1/8" = 1'-0"



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WIND UPLIFT PLAN

SHEET #

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110

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 APPROVED PLANS
 FULL SIZE PRINT: 22 x 34

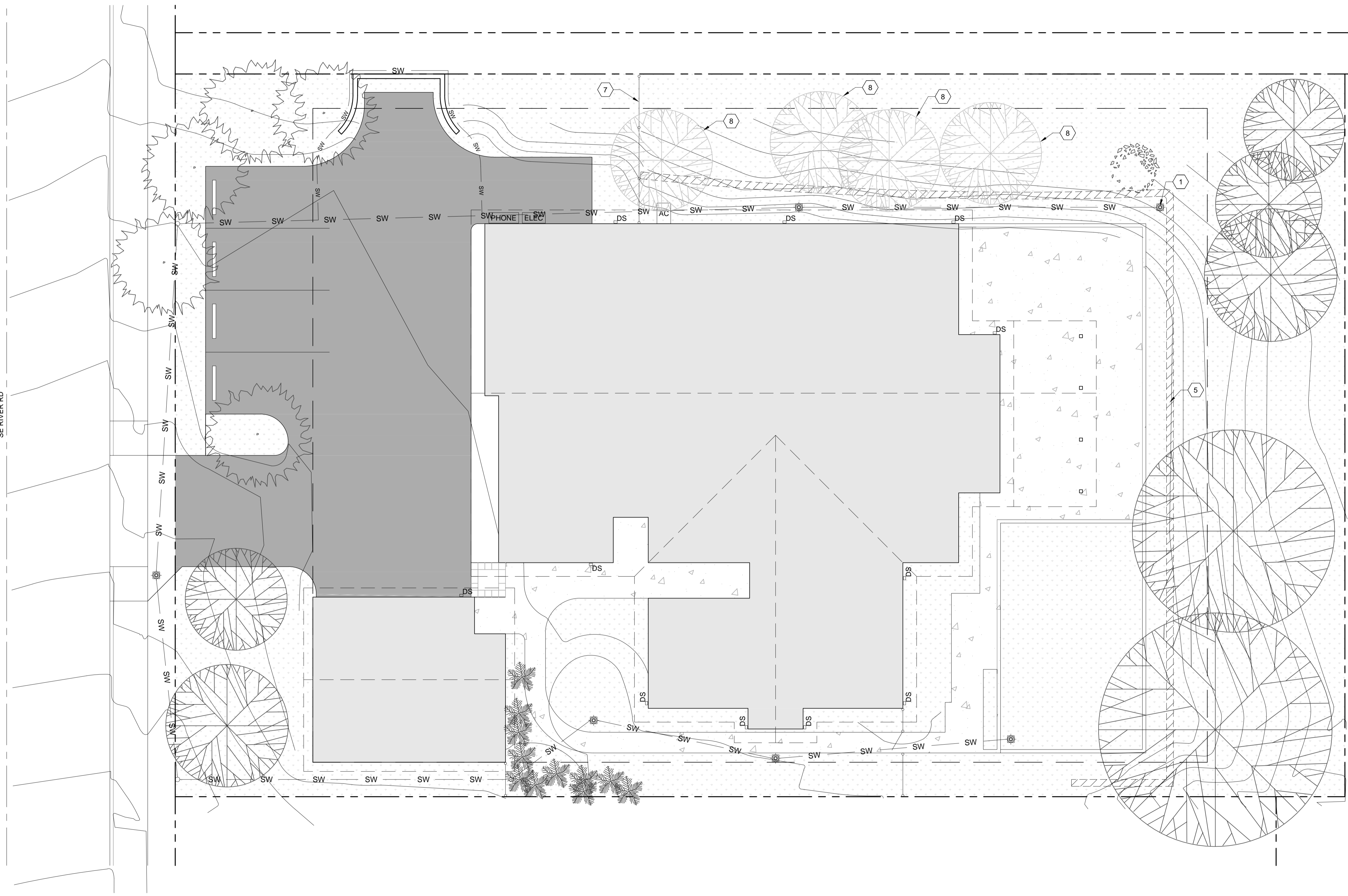


GENERAL NOTES

1. CIVIL ENGINEERING PLANS SUPERCEDE ARCHITECTURAL PLANS FOR EROSION CONTROL, UTILITIES, AND OTHER SITE RELATED COMPONENTS.
2. ALL SITE ELEMENTS SHOWN ARE TO BE CONSIDERED EXISTING, UNLESS OTHERWISE NOTED.
3. ALL SITE & BUILDING ELEMENTS SHOWN AS 'TO REMAIN' ARE TO BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.
4. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND FOR INFORMATION PURPOSES ONLY. CONTRACTOR SHALL HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO COMMENCEMENT OF WORK. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO INITIAL CONSTRUCTION ACTIVITIES.
5. ALL WORK TO CONFORM TO PLANS AND APPLICABLE PROVISIONS OF MULTNOMAH COUNTY STANDARDS.
6. PROTECT UNDERGROUND FACILITIES. EXCAVATORS PERFORMING THE WORK MUST COMPLY WITH THE PROVISIONS OF ORS 757.557 (REQUIRING CONTRACTOR TO NOTIFY THE OREGON UTILITY CENTER AT LEAST 48 HOURS, BUT NO MORE THAN 10 BUSINESS DAYS, PRIOR TO EXCAVATION).
7. THE LOCATION OF EXISTING UTILITIES SHOWN ON PLANS IS APPROXIMATE AND FOR INFORMATION PURPOSES ONLY. CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO COMMENCING CONSTRUCTION. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO INITIATING CONSTRUCTION.
8. TRENCHES OUTSIDE OF RIGHT-OF-WAY BE BACKFILLED IN ACCORDANCE WITH NAIVE MATERIAL AND COMPACTION SPECIFICATIONS FOR ODOT / APWA CLASS A BACKFILL.
9. VEGETATION AND TOPSOIL ARE TO BE STRIPPED TO MINERAL EARTH AND APPROVED BY THE PRIMARY INSPECTOR PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS.
10. SUBSEQUENT SETTLEMENT OR CRACKING OF FINISHED SURFACE WITHIN THE WARRANTY PERIOD SHALL BE CONSIDERED TO BE A FAILURE OF THE SUBGRADE AND REPAIRED AT NO COST TO THE OWNER AND TO A MANNER ACCEPTABLE TO THE OWNER.
11. THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE. THE CONTRACTOR SHALL, AT ALL TIMES, MAINTAIN LOCAL ACCESS FOR EMERGENCY VEHICLES AND DISTRICT STAFF.
12. THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
13. CONTRACTOR SHALL REMOVE AND DISPOSE OF TREES, STUMPS, BRUSH, ROOTS, TOPSOIL, AND OTHER MATERIAL ENCOUNTERED DURING THE CONSTRUCTION. MATERIAL SHALL BE DISPOSED OF IN FACILITIES AUTHORIZED TO ACCEPT SUCH MATERIAL. FILL SITE SHALL BE LEVELED AND GRADED TO DRAIN. THE CONTRACTOR SHALL CORRECT ANY DEFICIENT FILL OR NON-PERMITTED DISPOSAL OF MATERIALS.
14. CONTRACTOR SHALL CAREFULLY MAINTAIN BENCHMARKS, PROPERTY CORNERS, MONUMENTS, AND OTHER REFERENCE POINTS PURSUANT TO ORS 209.140 AND ORS 209.150. IF SUCH POINTS ARE DISTURBED OR DESTROYED BY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND PAY FOR THEIR REPLACEMENT BY EMPLOYING A PROFESSIONAL LAND SURVEYOR TO RESET PROPERTY CORNERS & OTHER SUCH MONUMENTS.
15. AT THE PRE-CONSTRUCTION MEETING, PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL PRESENT A LIST OF SUBCONTRACTORS, A PROJECT SCHEDULE, A TRAFFIC CONTROL PLAN, AND A LIST OF AT LEAST ONE PERSON (WITH PHONE NUMBERS AND EMAIL ADDRESS) RESPONSIBLE FOR MAINTAINING THE PROJECT SITE DURING NON-WORKING HOURS.
16. FINAL CLEAN-UP: PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, DISCARDED ACP, CONCRETE, OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR'S PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT.

KEY NOTES

- 1 AREA DRAIN TO REMAIN. PROTECT DURING CONSTRUCTION.
- 2 PARKING LOT TO REMAIN, UNLESS OTHERWISE SHOWN.
- 3 CONCRETE PATIO, WALKWAYS, CURBS, & OTHER FLATWORK ARE TO REMAIN.
- 4 UNDERGROUND DOWNSPOUT PIPING & VERTICAL INLET TO REMAIN.
- 5 REMOVE GARDEN BLOCK RETAINING WALL. SECURE REMAINING SLOPE FOR INSTALLATION OF NEW RETAINING WALL, PER PLANS.
- 6 TRENCH FOR NEW FRENCH DRAIN LINE. REFER TO CIVIL PLANS FOR LOCATION.
- 7 REMOVE & SALVAGE PORTION OF CHAIN-LINK FENCE AS NEEDED FOR DEMOLITION WORK.
- 8 REMOVE TREES IN BACKYARD AS INDICATED.



1 SITE PLAN - DEMOLITION
 SCALE: 1/8" = 1'-0"

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**EXISTING
 SITE PLAN**

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A100
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LEGEND OF SYMBOLS

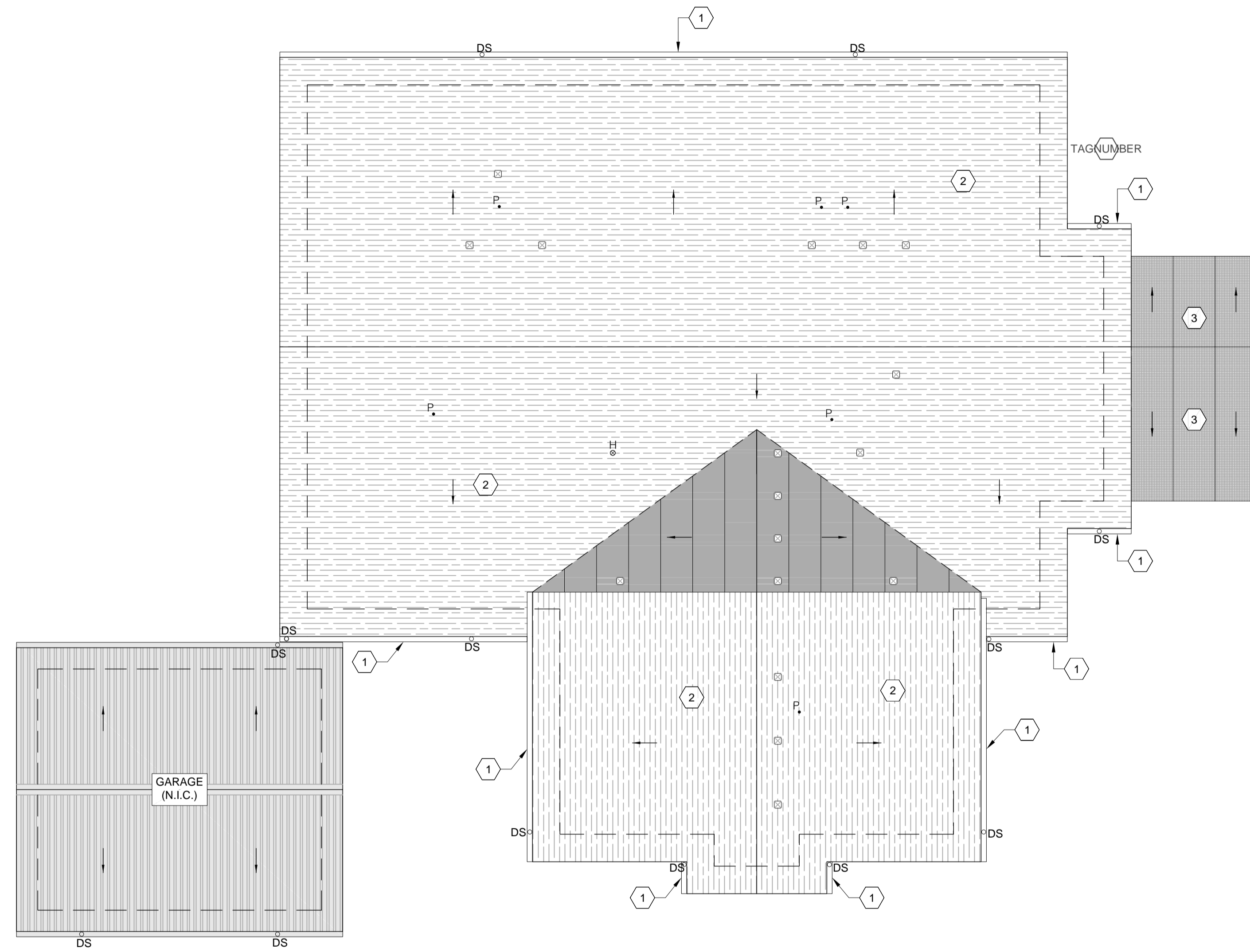
- P • PLUMBING VENT PENETRATION
- ☒ ROOF VENT
- H ⊙ HOT PIPE PENETRATION
- DS GUTTER WITH DOWNSPOUT

KEY NOTES

- 1 REMOVE ROOFING ASSEMBLY, GUTTERS & DOWNSPOUTS, & FRAMING TO (E) WALL TOP PLATE. VENT PIPES & EXHAUST VENTS ARE TO REMAIN. TEMPORARY BRACE AS NEEDED.
- 2 REMOVE THE ASSOCIATED CEILING FINISHES ATTACHED TO THE ROOF FRAMING. SALVAGE ALL LIGHT FIXTURES & CEILING MOUNTING DEVICES FOR RE-INSTALLATION.
- 3 REMOVE POLYCARBONATE PATIO ROOF PANELS & FASTENERS. STRUCTURAL TO REMAIN.

GENERAL NOTES

- 1. CONTRACTOR IS TO BE FAMILIAR WITH SCOPE OF WORK (SHOWN & UNSHOWN) PRIOR TO THE COMMENCEMENT OF DEMOLITION. REPORT ANY DISCREPANCIES TO ARCHITECT.
- 2. CONTRACTOR IS RESPONSIBLE FOR DISCONNECTING ELECTRICAL, GAS, OR ANY OTHER 'LIVE' UTILITY SERVICES PRIOR TO COMMENCEMENT OF DEMOLITION.
- 3. NOTIFY ARCHITECT OF UNFORSEEN ROT, DE-LAMINATION, OR OTHER DEFECTS IN STRUCTURAL MEMBER THAT REMAIN AFTER DEMOLITION.



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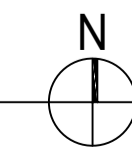
**DEMO ROOF
 PLAN**

SHEET #:

A200

APPROVED PLANS

1 DEMO ROOF PLAN
 SCALE: 1/8" = 1'-0"



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CLACKAMAS COUNTY

APPROVED

PLANS

FILE SIZE PRINT: 22 x 34

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LEGEND OF SYMBOLS

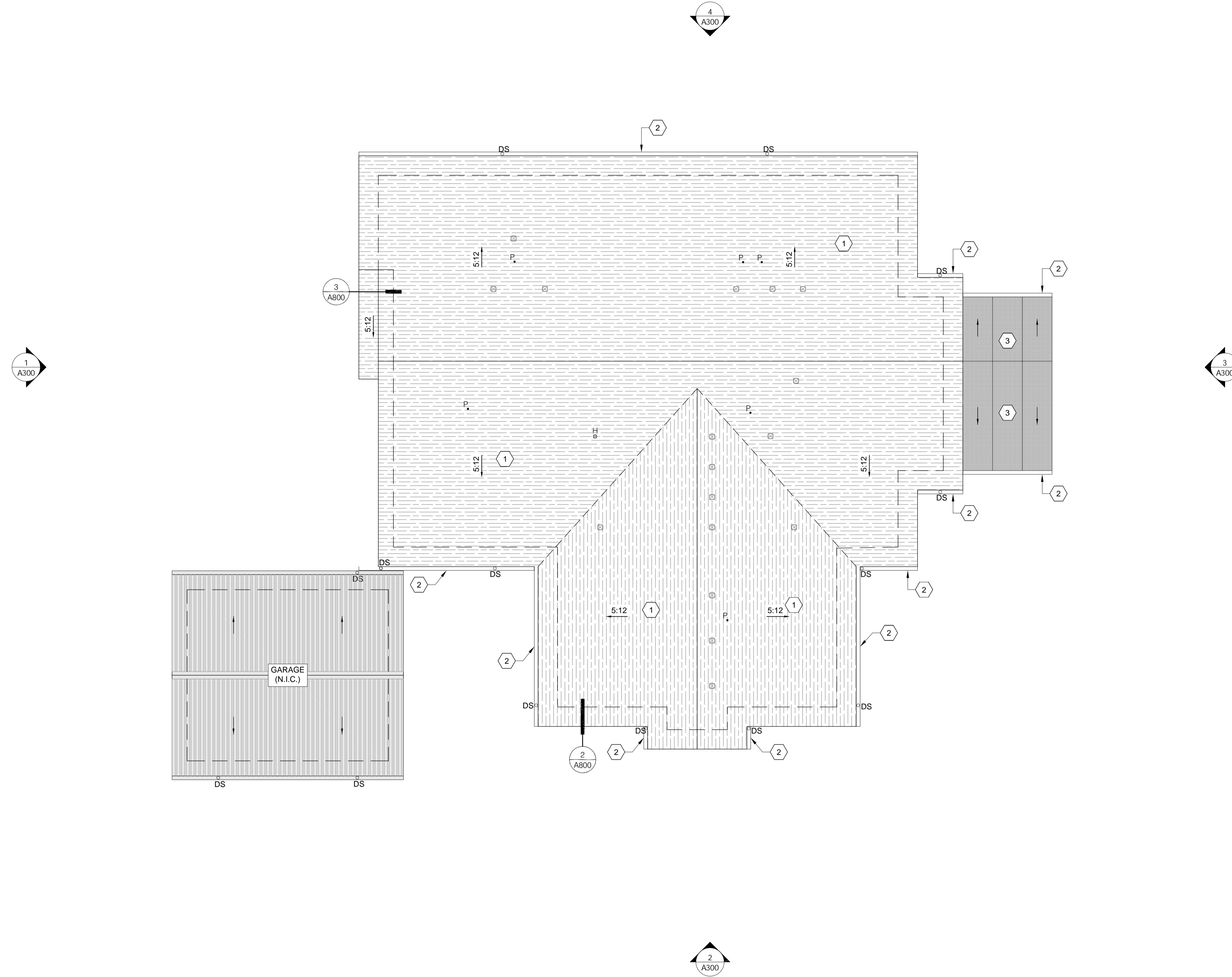
	P •	PLUMBING VENT PENETRATION
	☒	ROOF VENT
	H ⊙	HOT PIPE PENETRATION
	DS	GUTTER WITH DOWNSPOUT

KEY NOTES

- 1 INSTALL NEW ROOF ASSEMBLY TO PRE-MANUFACTURED ROOF TRUSSES.
- 2 INSTALL NEW ALUMINUM GUTTERS & DOWNSPOUTS. CONNECTION NEW DOWNSPOUTS TO EXISTING STORMWATER INLETS.
- 3 INSTALL NEW CORRUGATED POLYCARBONATE ROOF PANELS w/ CLOSURE STRIPS & RIDGE CAP. OVERHUNG EDGE 3" MAX. FROM SUPPORTING MEMBER. PANEL OVERLAP 4" MIN. & ONE RIB MIN. SEAM @ (E) FRAMING MEMBER. FASTEN w/ 2" STAINLESS STEEL SCREWS w/ NEOPRENE WASHERS, PER MANUFACTURER'S RECOMMENDATIONS.

GENERAL NOTES

1. MAINTAIN A WEATHERTIGHT PROJECT DURING CONSTRUCTION.



1 NEW ROOF PLAN
 SCALE: 1/8" = 1'-0"

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NEW ROOF PLAN

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A210

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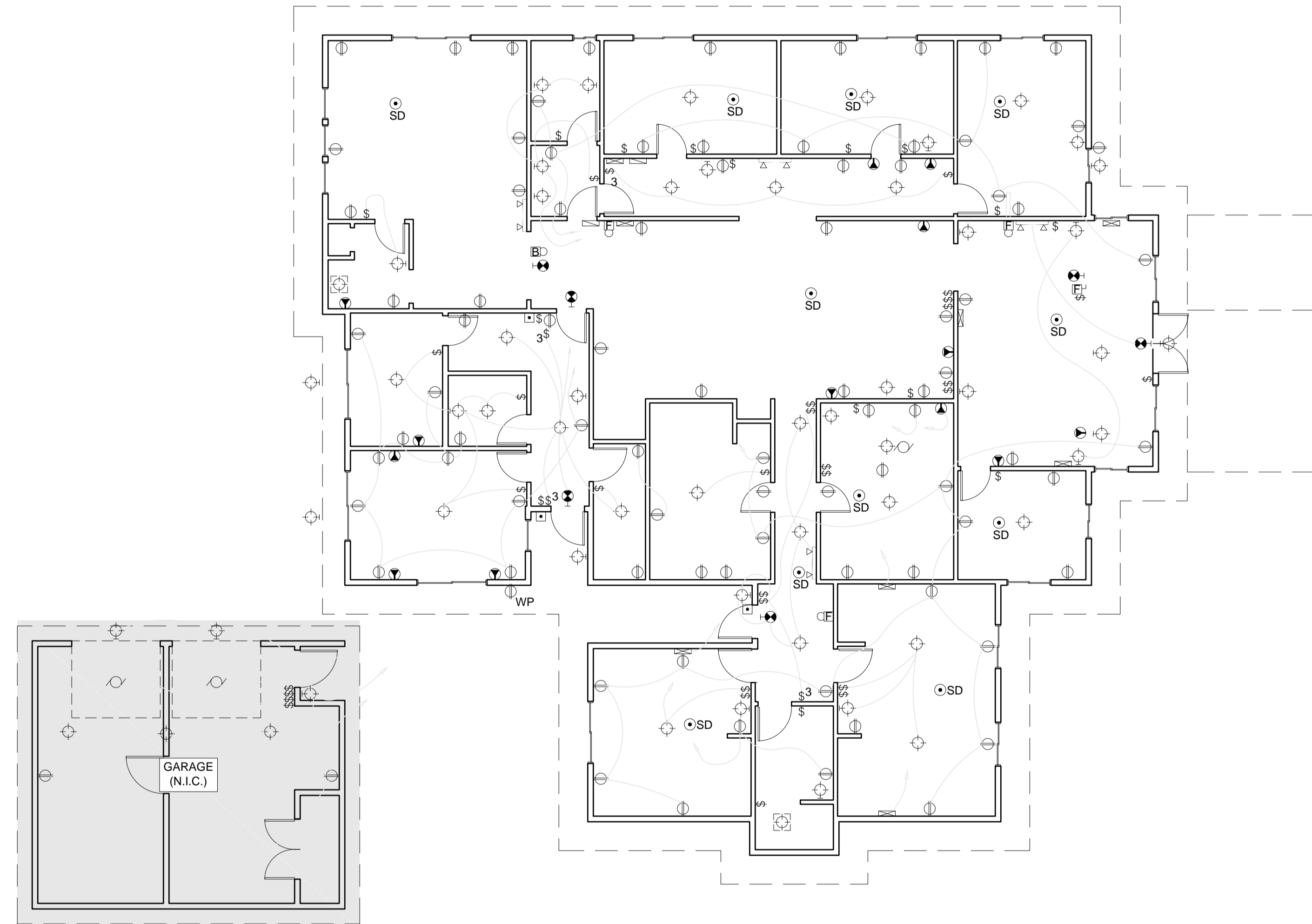


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LEGEND OF SYMBOLS

- SURFACE FLUORESCENT LUMINAIRE
- FLUORESCENT WALL BRACKET
- ⊖ FLUORESCENT MTD CEILING LUMINAIRE
- ⊙ RECESSED DOWNLIGHT
- ⊠ WALL MOUNTED LUMINAIRE
- ⊕ TRACK FIXTURES WITH INDICATED HEADS
- ⊞ INDICATES FIXTURE WITH EMERGENCY BATTERY PACK
- EXIT SIGN
- ⊕ WALL SWITCH
- ⊞ WALL SWITCH, 3-WAY, 4-WAY
- ⊕ DUPLEX RECEPTACLE
- ⊕ 4-PLEX RECEPTACLE
- ⊕ GFCI RECEPTACLE
- WP INDICATES WEATHER PROOF OUTLET
- ⊕ SPECIAL PURPOSE OUTLET
- ⊕ JUNCTION BOX
- ⊕ FUSED DISCONNECT
- ⊕ MOTOR CONNECTION
- ⊕ ELECTRIC ZONE HEATER
- ⊕ EQUIPMENT AS NOTED
- ⊕ PANEL BOARD
- ⊕ METER BASE
- ⊕ TELEPHONE OUTLET
- ⊕ CA TV OUTLET
- ⊕ PUSH BUTTON
- ⊕ DOOR CHIME
- ⊕ FIRE ALARM PULL STATION
- ⊕ SD SMOKE DETECTOR
- ⊕ FIRE ALARM BELL
- ⊕ ELECTRICAL NOTE DESIGNATOR
- ⊕ EXISTING ELEC. EQUIPMENT TO REMAIN
- ⊕ EXISTING ELEC. EQUIPMENT TO BE RELOCATED
- ⊕ EXISTING ELEC. EQUIPMENT TO BE REMOVED



KEY NOTES

- 1 XX

GENERAL NOTES

1. EXISTING LIGHT FIXTURES, EXIT SIGNS, AND ALL OTHER CEILING MOUNTED DEVICES ARE SHOWN FOR CONVENIENCE. CONTRACTOR TO BECOME FAMILIAR WITH & INVENTORY FIXTURES PRIOR TO REMOVAL.

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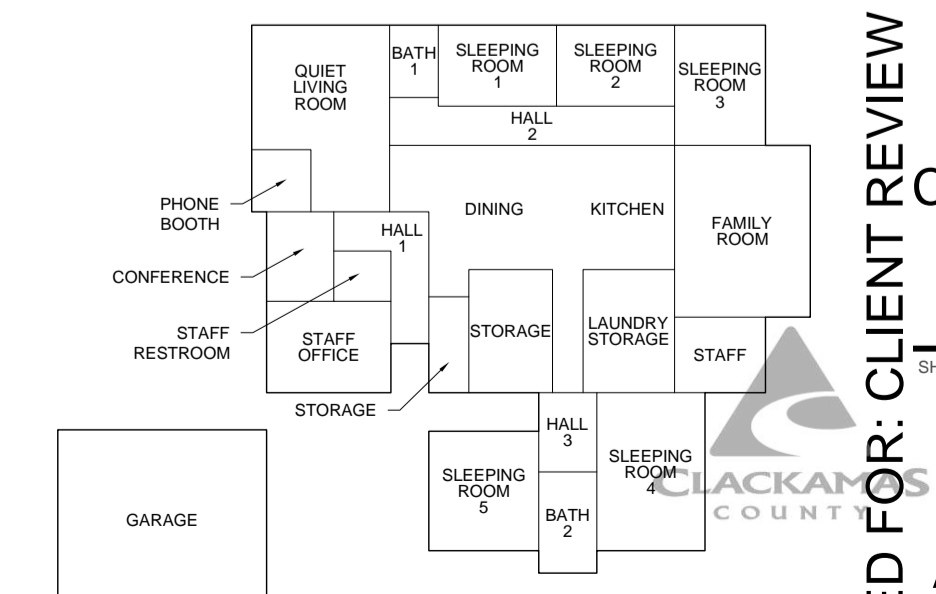
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KEY PLAN



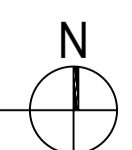
**REFLECTED
CEILING PLAN**

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APPROVED PLANS

1 REFLECTED CEILING PLAN
SCALE: 1/8" = 1'-0"



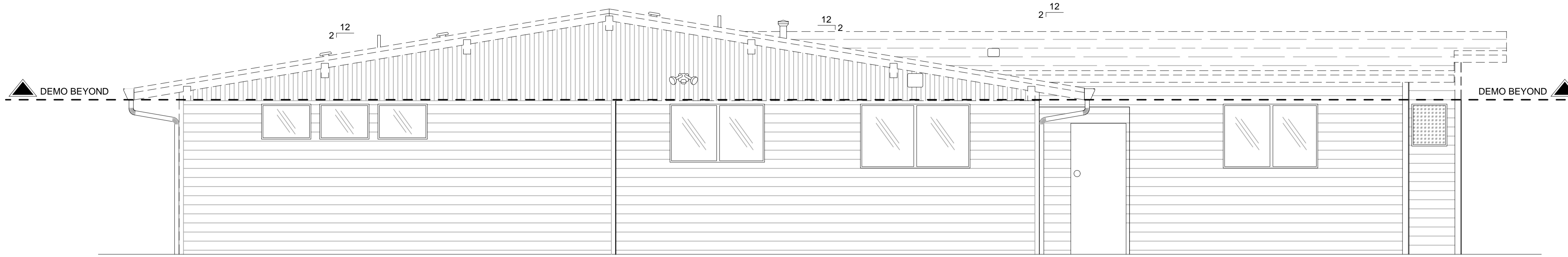


KEY NOTES

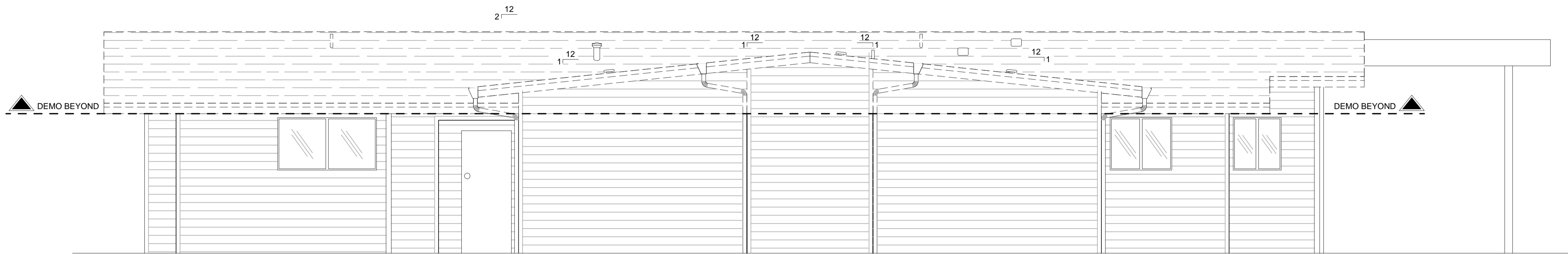
- 1 DEMOLISH EXISTING ROOF DRAINS - TYPICAL ALL EXCEPT WHERE INDICATED TO REMAIN
- 2 EXISTING DRAIN TO REMAIN
- 3 DEMOLISH EXISTING ABANDONED EQUIPMENT. INFILL ROOF DECK AS REQUIRED
- 4 DEMOLISH EXISTING ROOF ACCESS HATCH, REPLACE WITH NEW
- 5 DEMOLISH EXISTING WINDOW, COORDINATE AND PROVIDE TEMPORARY COVER AS REQUIRED

MATERIAL SCHEDULE

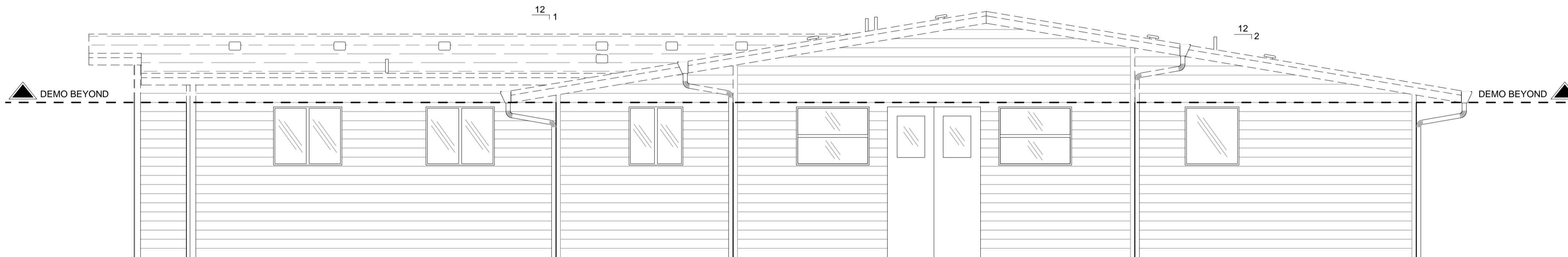
- MATERIAL / FIXTURES
SYMBOL DESIGNATION
- (N) FIBER CEMENT SIDING (PROFILE TO MATCH EXISTING)
- (N) COMPOSITE ASPHALT SHINGLES
- (N) FIBER CEMENT TRIM / FASCIA BOARD
- COLOR / FINISH
SYMBOL DESIGNATION
- SELECTION BY OWNER
- MATCH EXISTING



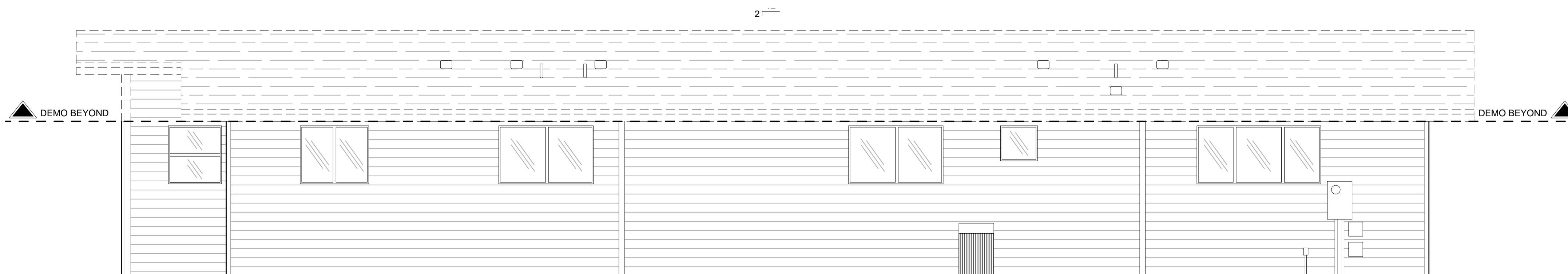
1 WEST STREET FACING ELEVATION
 SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION
 SCALE: 1/4" = 1'-0"



3 EAST (REAR) ELEVATION
 SCALE: 1/4" = 1'-0"



4 NORTH ELEVATION
 SCALE: 1/4" = 1'-0"

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**DEMO
 ELEVATIONS**

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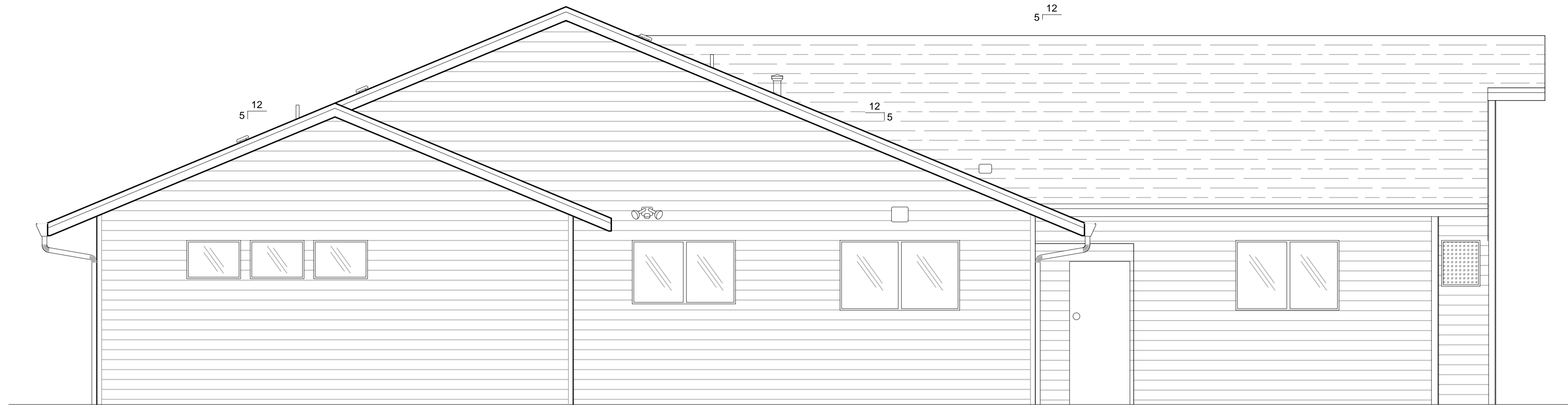
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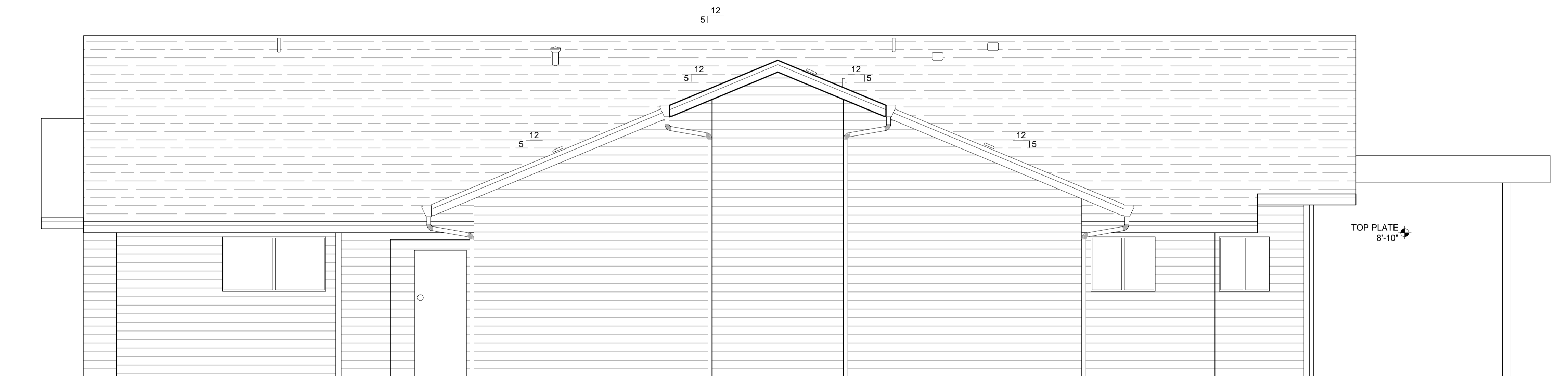


KEY NOTES

- 1 DEMOLISH EXISTING ROOF DRAINS - TYPICAL ALL EXCEPT WHERE INDICATED TO REMAIN
- 2 EXISTING DRAIN TO REMAIN
- 3 DEMOLISH EXISTING ABANDONED EQUIPMENT. INFILL ROOF DECK AS REQUIRED
- 4 DEMOLISH EXISTING ROOF ACCESS HATCH, REPLACE WITH NEW
- 5 DEMOLISH EXISTING WINDOW, COORDINATE AND PROVIDE TEMPORARY COVER AS REQUIRED



1 WEST STREET FACING ELEVATION
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

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**NEW
ELEVATIONS**

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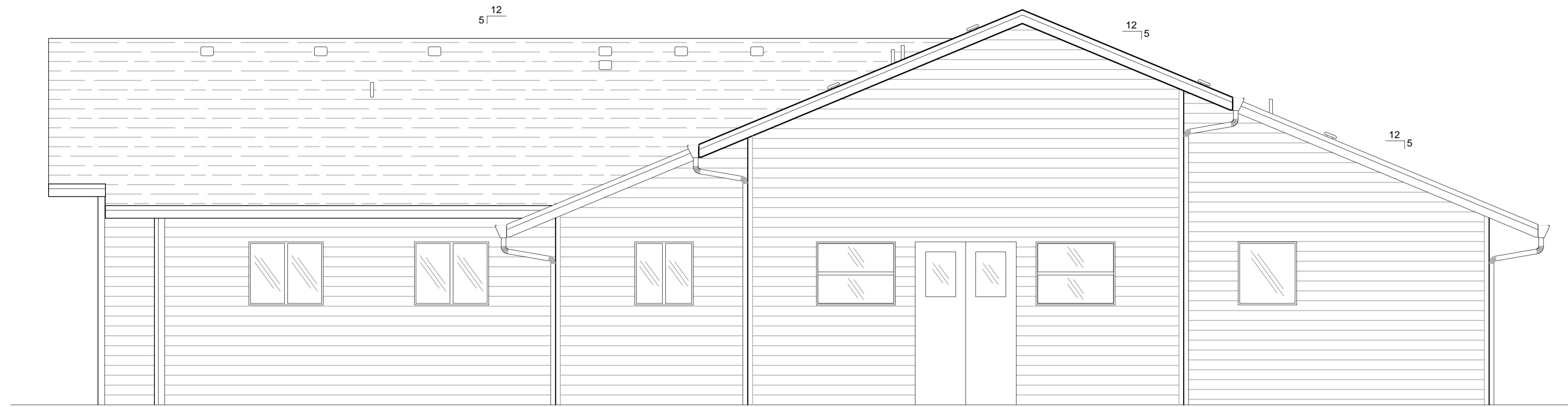
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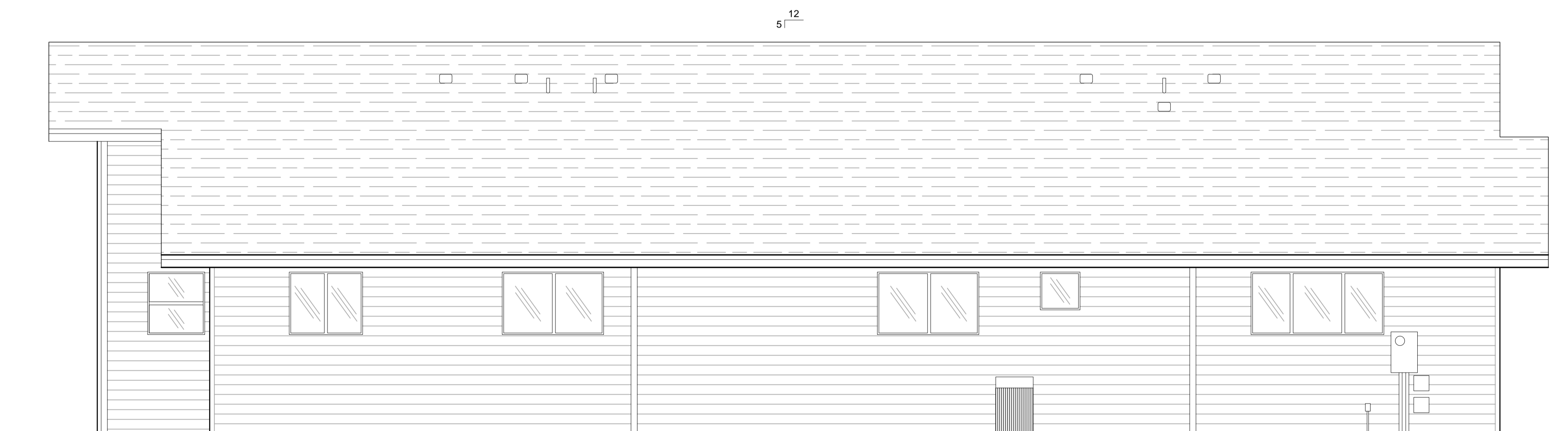
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KEY NOTES

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- 5 DEMOLISH EXISTING WINDOW, COORDINATE AND PROVIDE TEMPORARY COVER AS REQUIRED



3 EAST (REAR) ELEVATION
SCALE: 1/4" = 1'-0"



4 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

CLACKAMAS COUNTY
HAVEN HOUSE
ROOF PITCH & WATER DIVERSION &
INFILTRATION PROJECT
15170 SE RIVER RD MILWAUKIE, OR 97267

REVISIONS:

PROJECT INFORMATION:

PROJECT #: 22-035
DATE: 23-MAR-2023
DRAWN BY: CG
CHECK BY: NDC

SHEET TITLE:

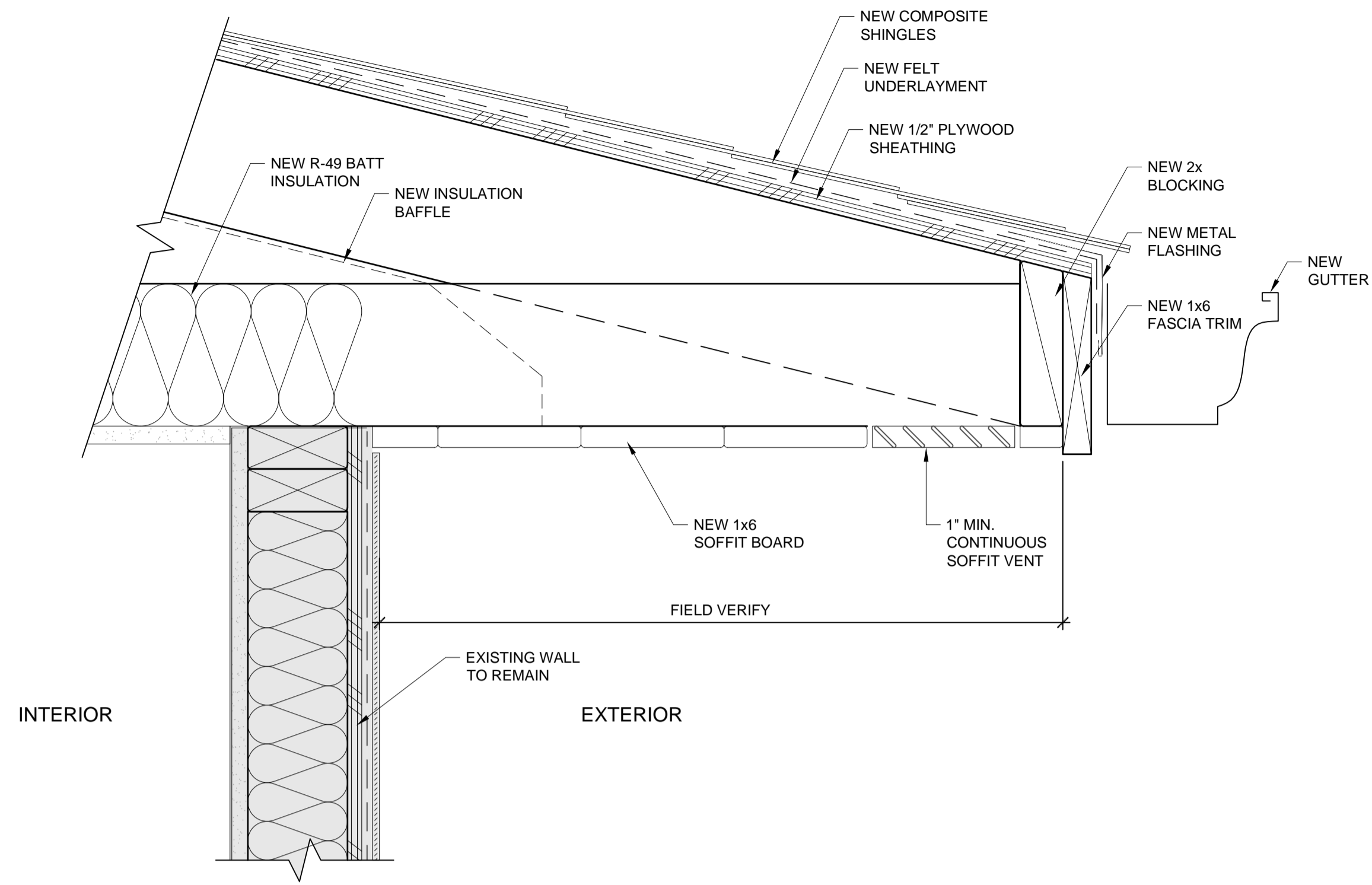
NEW
ELEVATIONS

SHEET #:

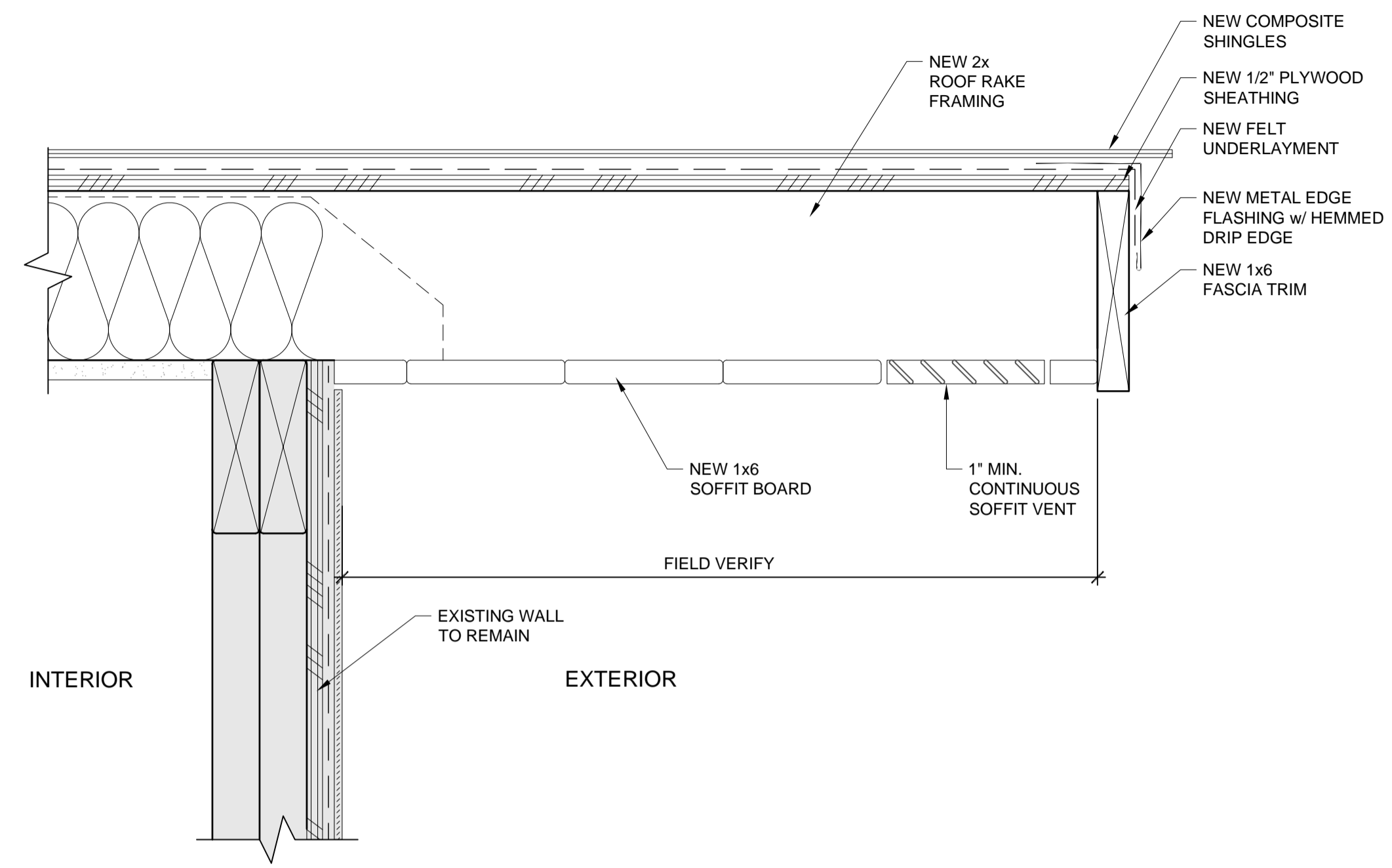
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APPROVED PLANS

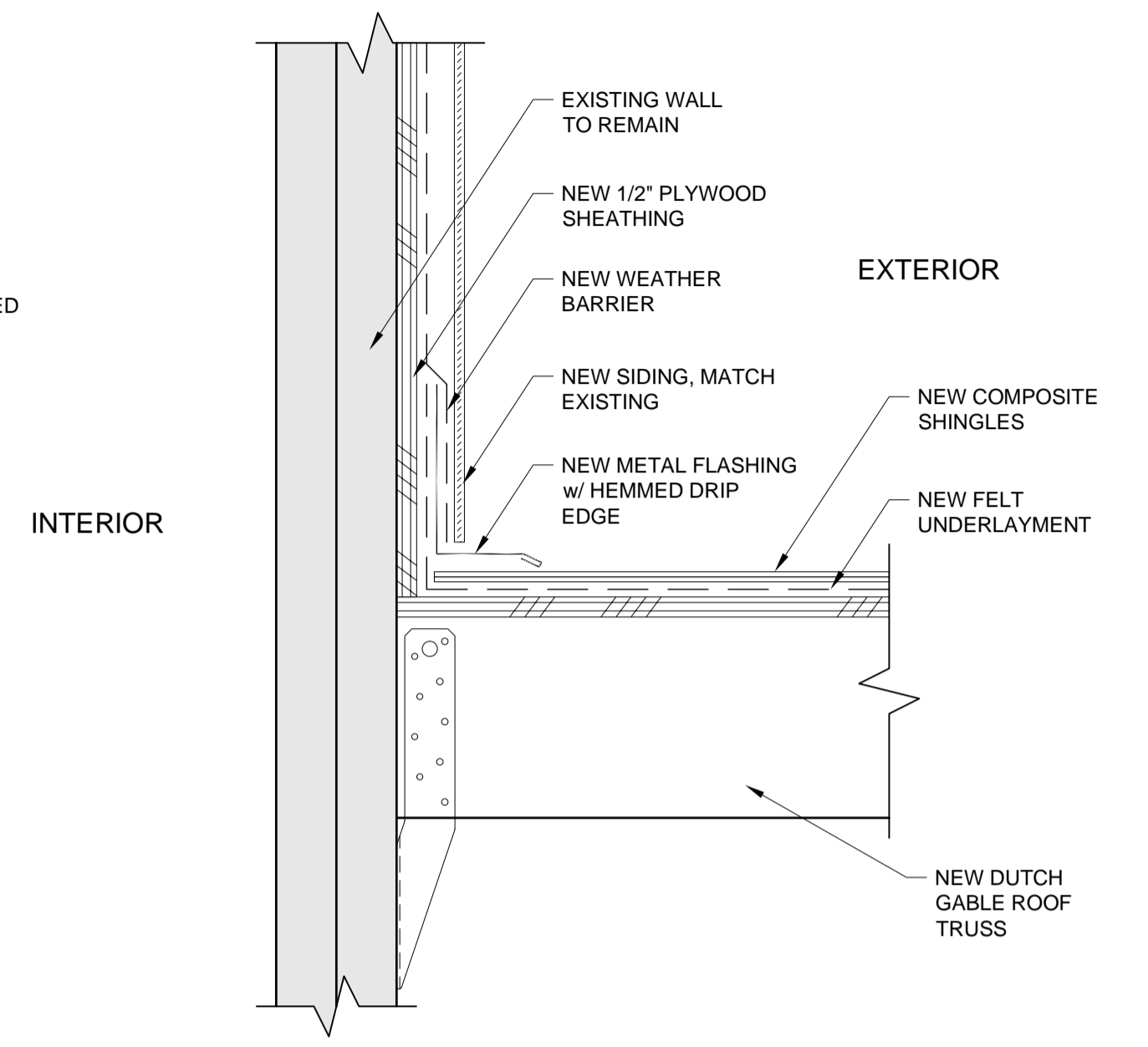




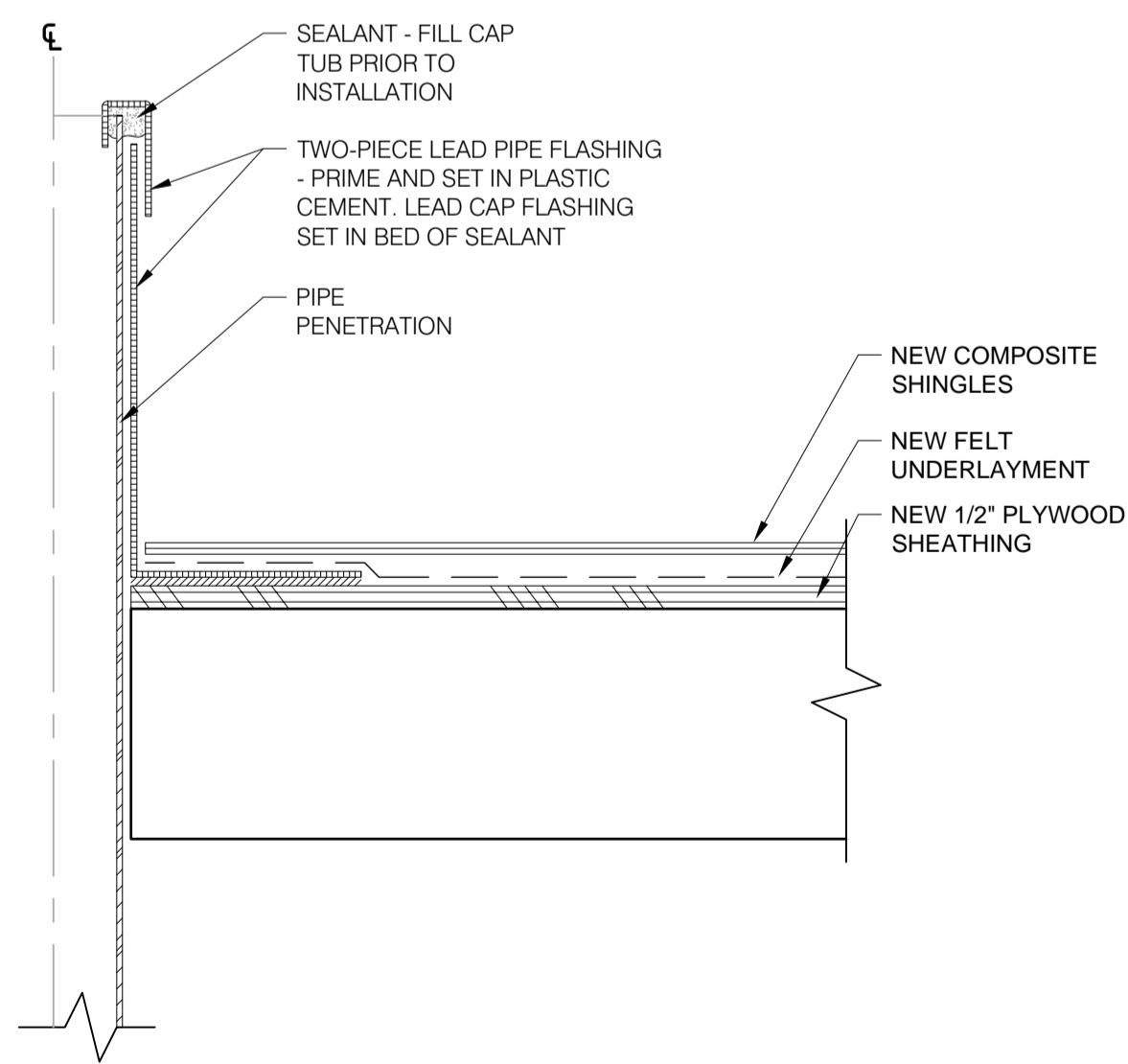
1 GUTTER EDGE DETAIL
SCALE: 3" = 1'-0"



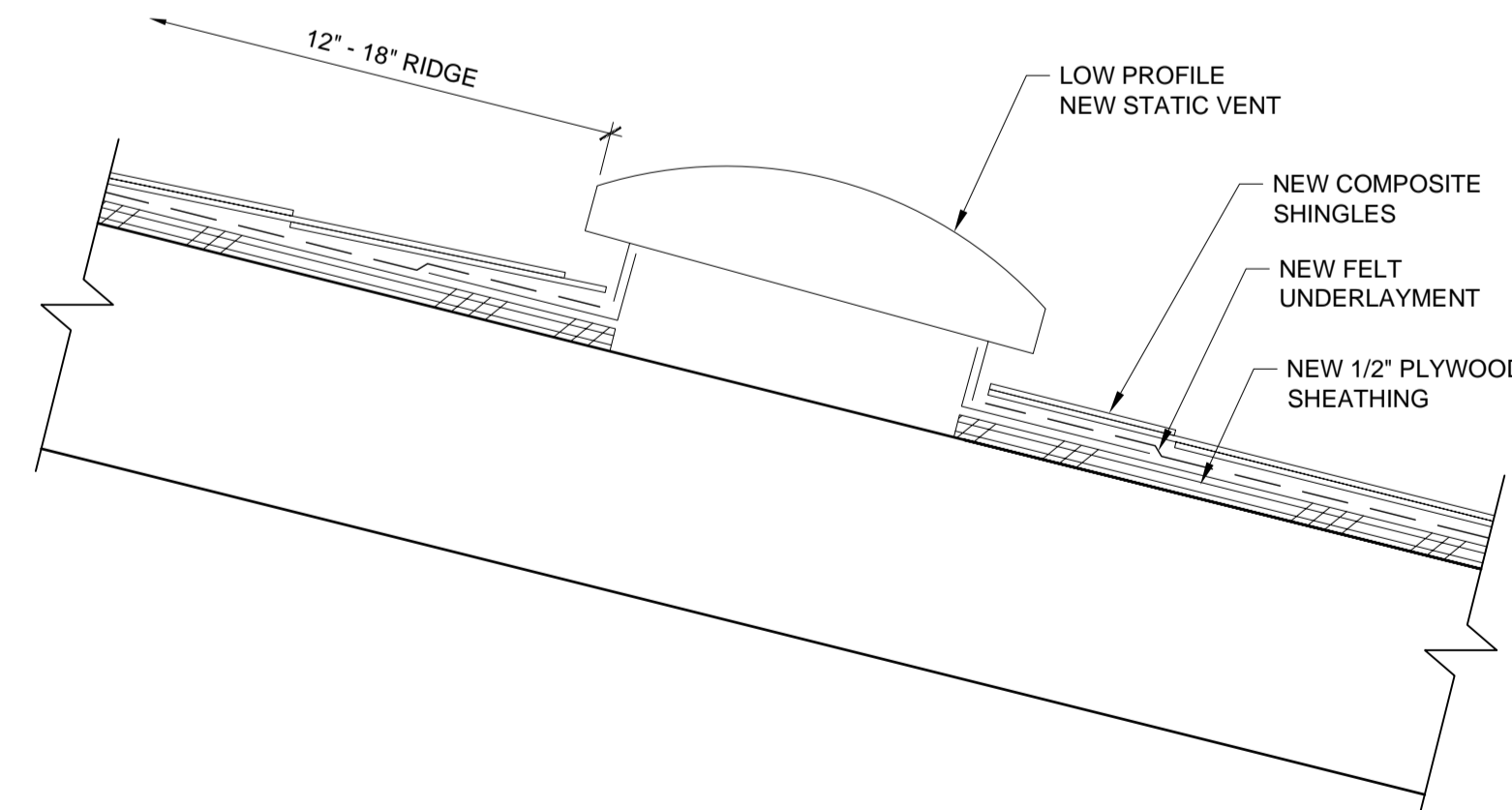
2 RAKE EDGE DETAIL
SCALE: 3" = 1'-0"



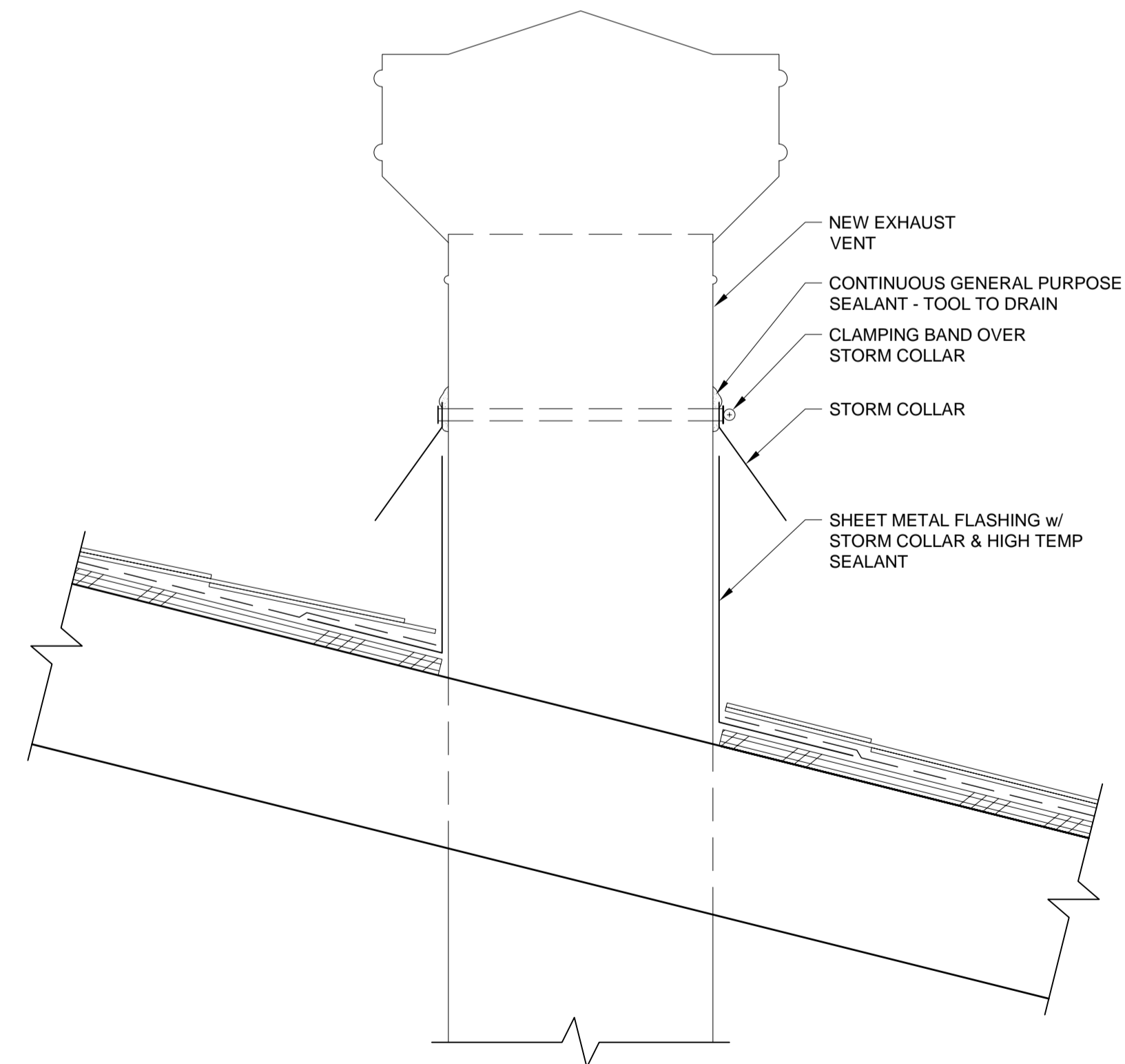
3 FLASHING DETAIL
SCALE: 3" = 1'-0"



4 PLUMBING VENT PIPE
SCALE: 3" = 1'-0"



5 ROOF VENT FLASHING
SCALE: 3" = 1'-0"



6 EXHAUST VENT FLASHING
SCALE: 3" = 1'-0"

CLACKAMAS COUNTY
HAVEN HOUSE
ROOF PITCH & WATER DIVERSION &
INFILTRATION PROJECT
15170 SE RIVER RD MILWAUKIE, OR 97267

REVISIONS:

PROJECT INFORMATION:
PROJECT #: 22-035
DATE: 23-MAR-2023
DRAWN BY: CG
CHECK BY: NDC

SHEET TITLE:

DETAILS

SHEET #:



A800

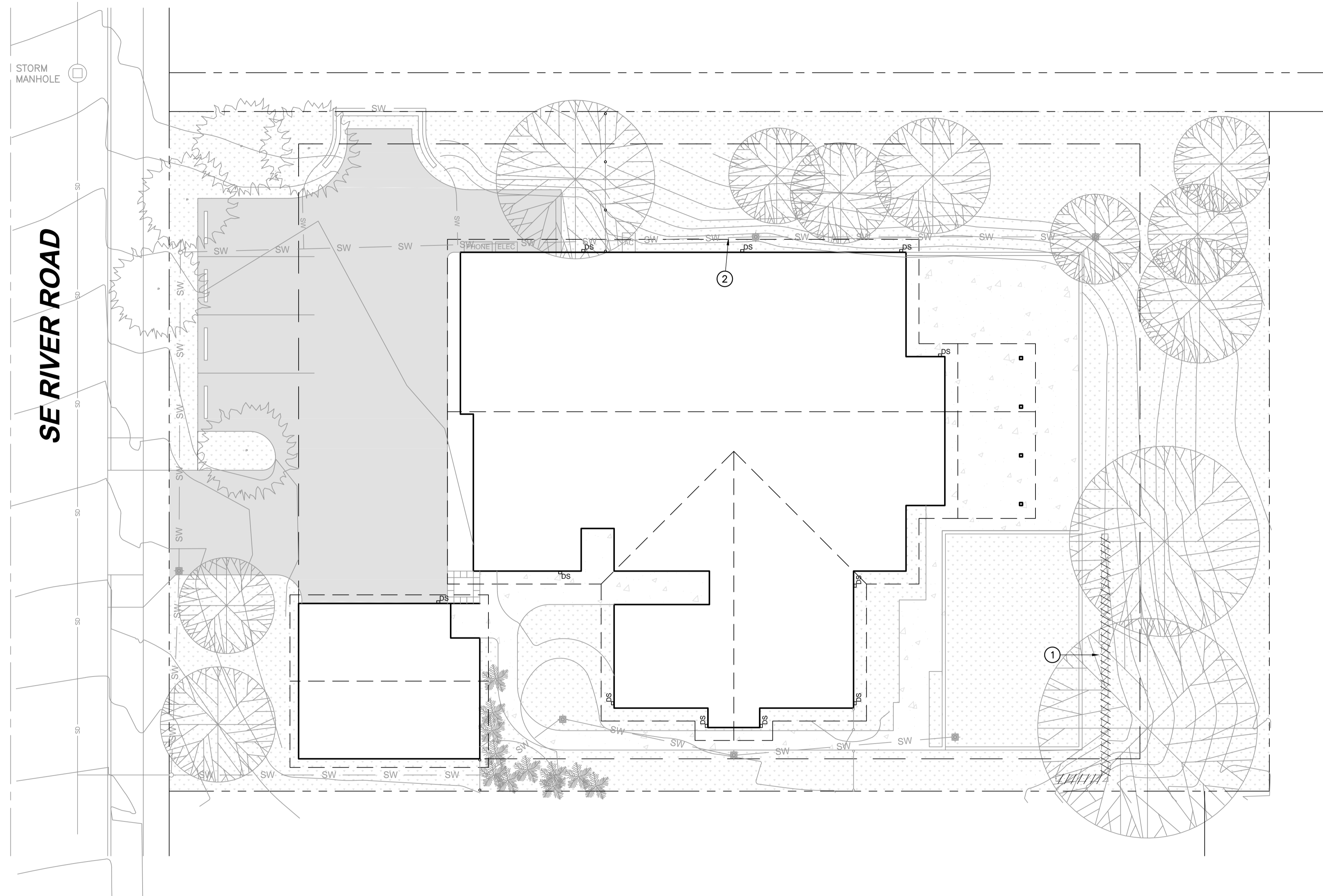
APPROVED PLANS

GENERAL NOTES

- 1.

CONSTRUCTION NOTES

1. REMOVE EXISTING WALL.
2. DEMO/FLUSH EXISTING STORM DRAIN LINE.



**CLACKAMAS COUNTY
 HAVEN HOUSE
 ROOF PITCH & WATER DIVERSION PROJECT**

15170 SE RIVER RD MILWAUKIE, OR 97267

REVISIONS:

PROJECT INFORMATION:

PROJECT #: 22878
 DATE: MAR-2023
 DRAWN BY: MAA
 CHECK BY: BDL

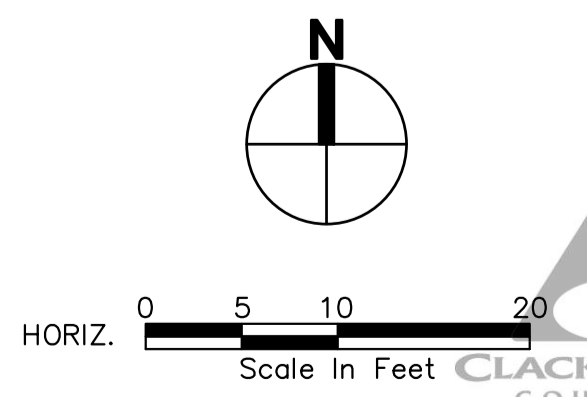
SHEET TITLE:

**EXISTING
 CONDITIONS
 AND
 DEMOLITION
 PLAN**

SHEET #:

C1

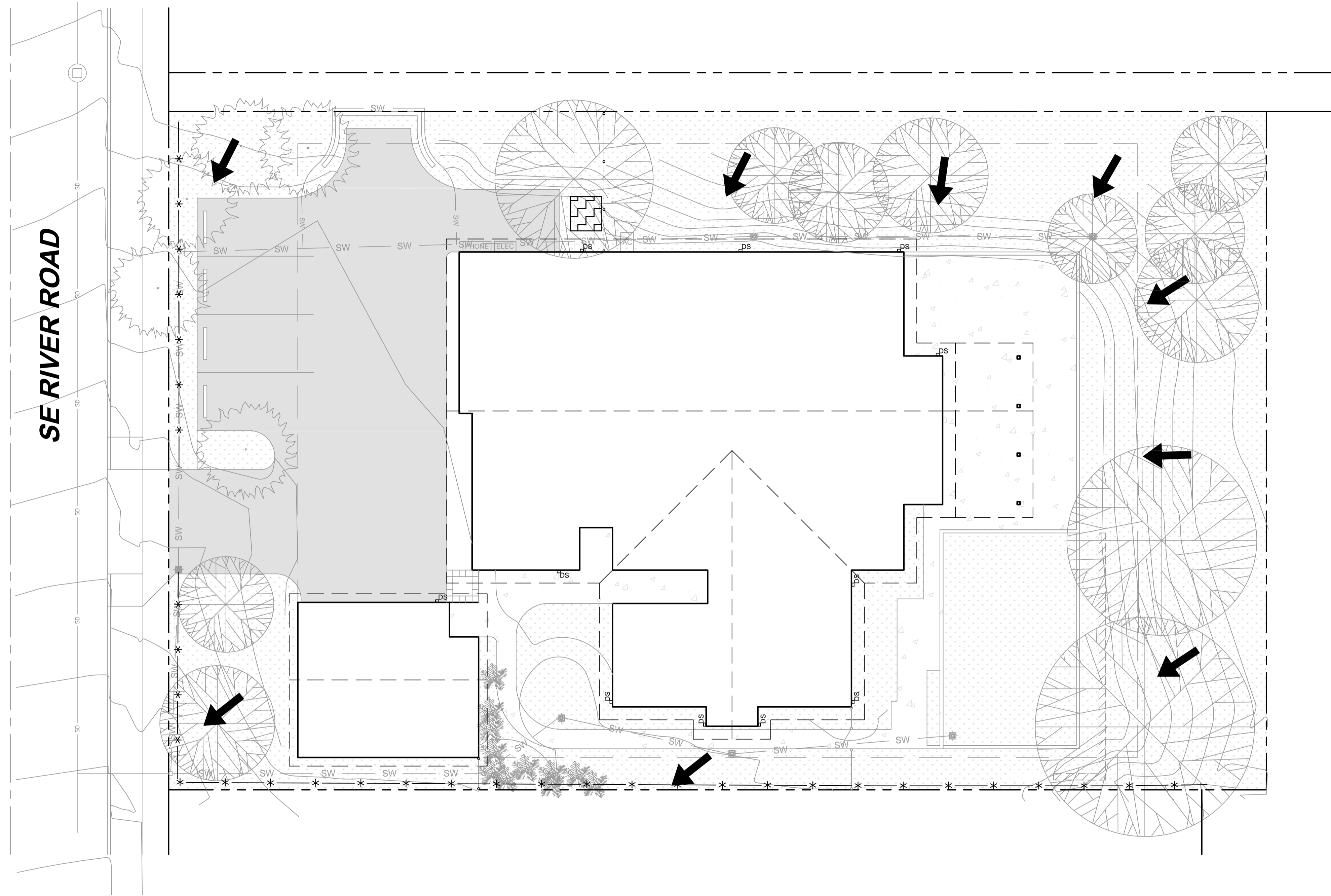
FILE SIZE PRINT: 22 x 34



APPROVED PLANS

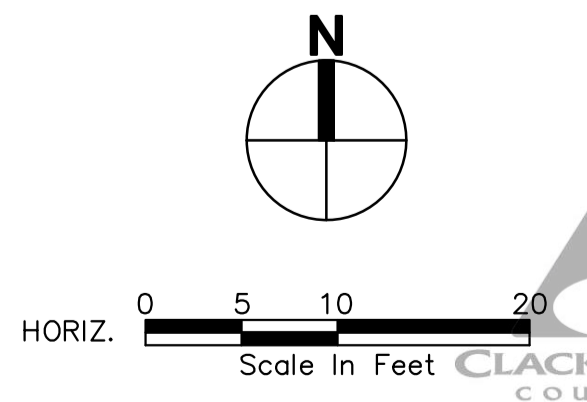
ISSUED FOR: CLIENT REVIEW

B0176323



**GRADING AND EROSION /
 SEDIMENT CONTROL LEGEND**

- * — * — SEDIMENT FENCE/ SEDIMENT BARRIER
- CONSTRUCTION ENTRANCE
- HAZARDOUS MATERIAL STORAGE
- INLET PROTECTION
- CONCRETE WASH AREA
- FLOW DIRECTION



CLACKAMAS COUNTY
 HAVEN HOUSE
 ROOF PITCH & WATER DIVERSION PROJECT
 15170 SE RIVER RD MILWAUKIE, OR 97267

PROJECT INFORMATION:
 PROJECT #: 22878
 DATE: MAR-2023
 DRAWN BY: MAA
 CHECK BY: BDL

SHEET TITLE:
EROSION CONTROL PLAN

SHEET #:

ISSUED FOR: CLIENT REVIEW
C2
APPROVED PLANS
 FULL SIZE PRINT: 22 x 34



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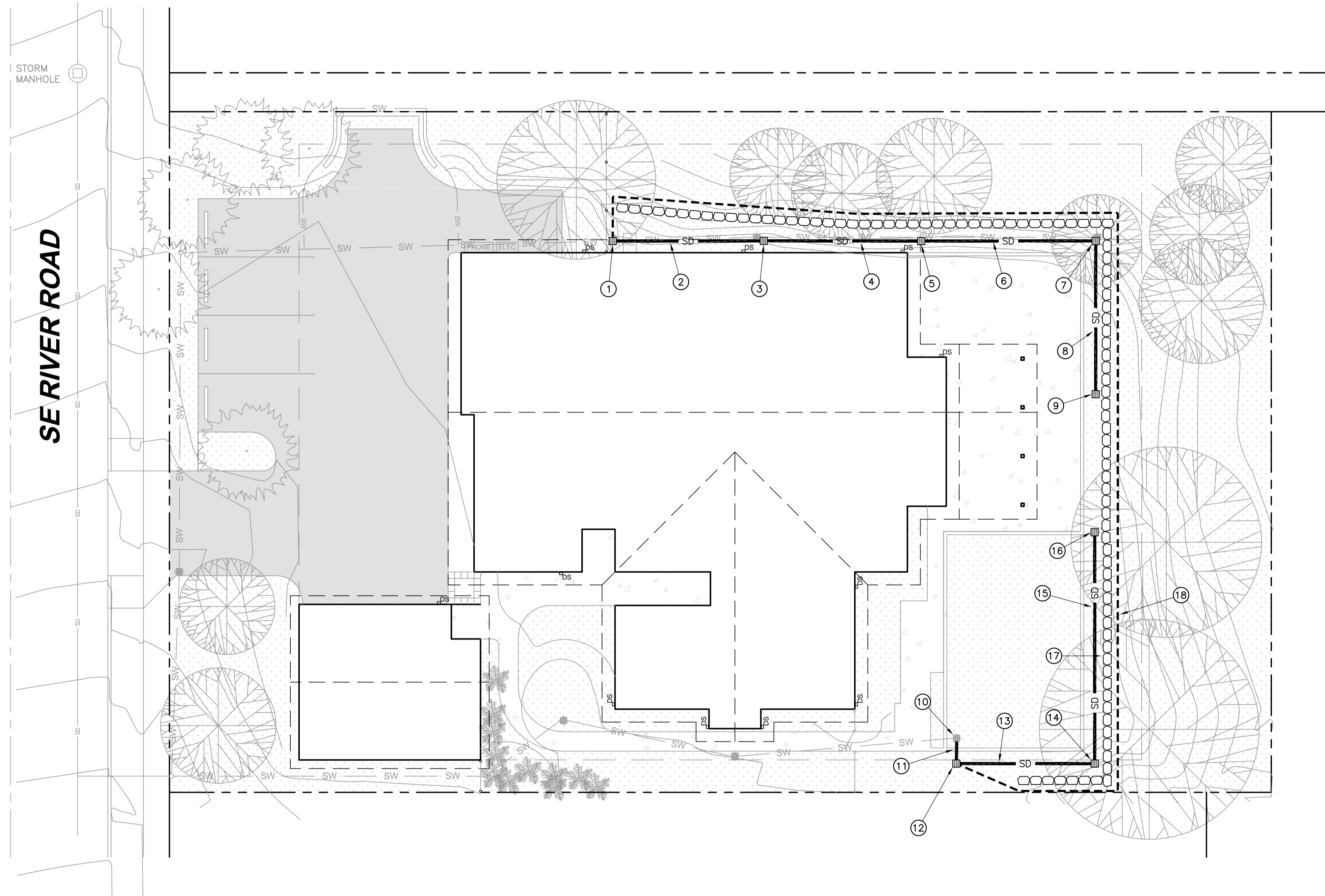


GENERAL NOTES

1.

CONSTRUCTION NOTES

1. AREA DRAIN
CONNECT TO EX STORM LINE
RIM EL =
IE =
2. 23 LF 6" PVC, S =
3. AREA DRAIN
RIM EL =
IE =
4. 24 LF 6" PVC, S =
5. AREA DRAIN
RIM EL =
IE =
6. 27 LF 6" PVC, S =
7. AREA DRAIN
RIM EL =
IE =
8. 24 LF 6" PVC, S =
9. AREA DRAIN
RIM EL =
IE =
10. CONNECT TO EXISTING AREA DRAIN
11. 4 LF 6" PVC, S =
12. AREA DRAIN
RIM EL =
IE =
13. 21 LF 6" PVC, S =
14. AREA DRAIN
RIM EL =
IE =
15. 34 LF 6" PVC, S =
16. AREA DRAIN
RIM EL =
IE =
17. GRAVITY STONE MODULAR WALL PER DETAILS ON SHEET C4.
18. 200 LF 4" PERF PVC WALL DRAIN.



**CLACKAMAS COUNTY
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15170 SE RIVER RD MILWAUKIE, OR 97267

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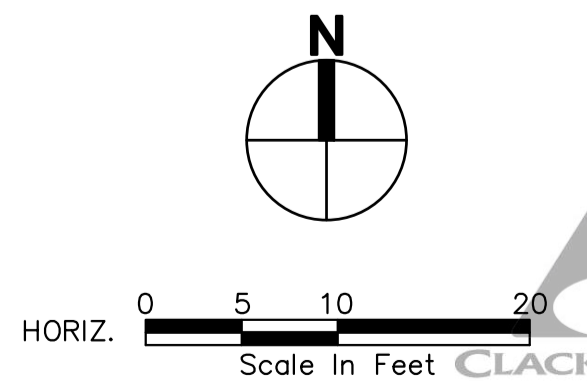
SHEET TITLE:

**STORM
 DRAINAGE
 AND
 RETAINING
 WALL PLAN**

SHEET #:

C3

APPROVED PLANS

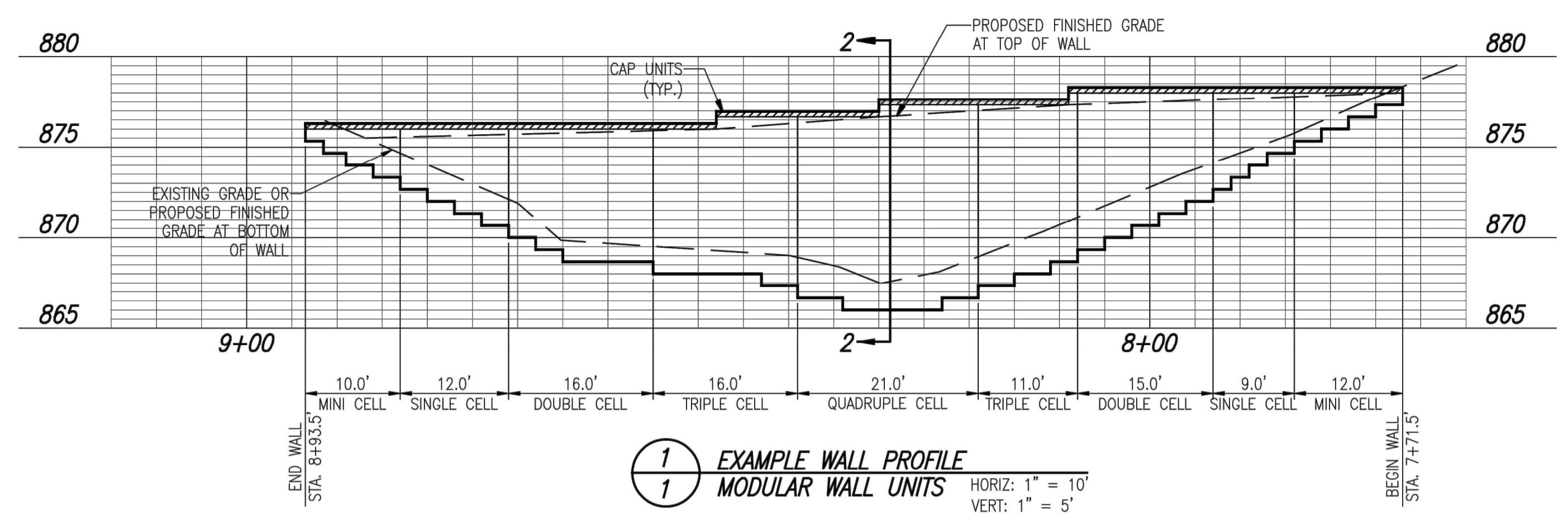


APPROVED PLANS

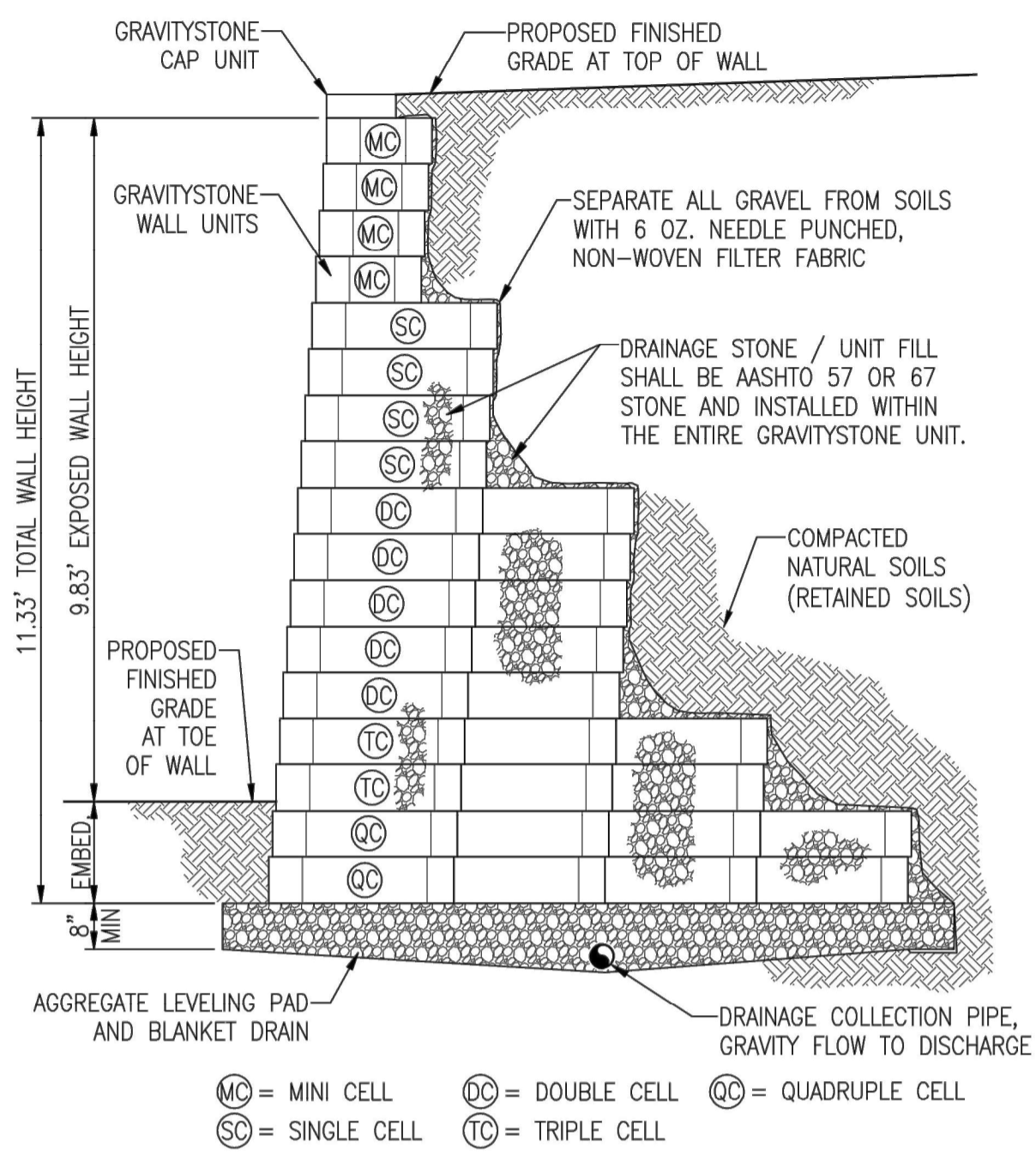
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1
1 **EXAMPLE WALL PROFILE MODULAR WALL UNITS**
 HORIZ: 1" = 10'
 VERT: 1" = 5'



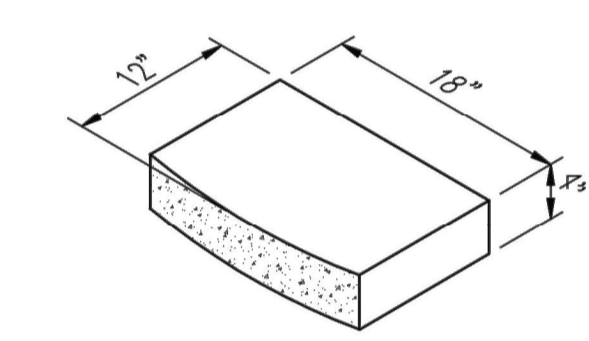
2
1 **TYPICAL CROSS SECTION**
 1/2" = 1'-0"

GENERAL NOTES:

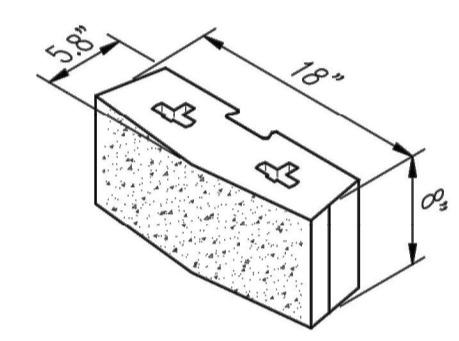
- STRIP ALL VEGETATION AND ORGANIC SOIL FROM THE WALL AREA, INCLUDING THE ENTIRE FOUNDATION LEVELING PAD AREA. PLAN EXCAVATION DIVERSION DITCHES TO ROUTE SURFACE WATER AROUND EXCAVATION DURING WALL CONSTRUCTION.
- BENCH CUT ALL EXCAVATED SLOPES TO THE LINES AND GRADES SHOWN ON THE DRAWINGS. CHECK AND VERIFY WALL LOCATION AND ALIGNMENT PRIOR TO STARTING WALL CONSTRUCTION. WALL CONTRACTOR RESPONSIBLE FOR TEMPORARY EXCAVATION SUPPORT OF STRUCTURES / UTILITIES.
- SITE SOIL ENGINEER SHALL VERIFY FOUNDATION SOILS AS BEING COMPETENT PER THE DESIGN STANDARDS, PARAMETERS, AND/OR LOCAL BUILDING CODES. DO NOT OVER EXCAVATE SOIL UNLESS DIRECTED BY SITE SOILS ENGINEER TO REMOVE UNSUITABLE SOIL. REPLACE WITH APPROVED COMPACTED FILL.
- MINIMUM EMBEDMENT DEPTH OF WALL BELOW FINISH GRADE SHALL BE AS SHOWN ON PLANS. FOR WALL HEIGHTS BELOW 10 FT. USE 6". ABOVE 10 FT. USE H/20. WHEN THERE IS A SLOPE BELOW THE WALL, CONSULT THE SITE SOILS ENGINEER.
- FOLLOW ALL APPLICABLE PROVISIONS OF THE MANUFACTURERS INSTALLATION INSTRUCTIONS. WRITTEN SPECIFICATIONS SHALL BE USED AS GUIDANCE WHEN INSTRUCTIONS AND SPECIFICATIONS CONFLICT.
- LEVELING PAD SHALL CONSIST OF COMPACTED DRAINAGE STONE, MINIMUM 8" THICK. CONTRACTOR MAY USE COMPACTED SAND AND GRAVEL OR LEAN CONCRETE WITH APPROVAL OF WALL DESIGN OR PROJECT ENGINEER.
- DRAINAGE STONE / UNIT FILL SHALL BE AASHTO 57 OR 67 STONE AND INSTALLED WITHIN THE ENTIRE GRAVITYSTONE (GS) UNITS INCLUDING MULTIPLE CELLS. DRAINAGE FILL SHOULD JUST "SPILL OUT" OF THE BACK OF THE UNITS AND BE PROTECTED WITH A GEOTEXTILE.
- THE DRAINAGE COLLECTION PIPE SHALL PROVIDE GRAVITY FLOW TO OUTLETS AT A MINIMUM 1% (1/100) SLOPE. MAXIMUM OUTLET SPACING 50 FT.
- BACKFILL AND COMPACT SOIL FILL AS EACH COURSE OF GS UNITS IS INSTALLED. BACKFILL STONE FIRST, THEN SOIL, THEN COMPACT BOTH.
- CONTRACTOR IS RESPONSIBLE FOR MOISTURE CONTROL OF NATURAL SITE SOILS USED AS FILL, WHEN FILL WAS APPROVED BY THE ENGINEER.
- SOIL COMPACTION SHALL BE DONE BY ANY MEANS THAT ACHIEVES AT LEAST 95% OF MAXIMUM STANDARD PROCTOR DENSITY (ASTM D-698). PROJECT SPECIFICATIONS WITH MORE STRINGENT COMPACTION REQUIREMENTS SHALL GOVERN. COMPACTION WITHIN 2 FT. OF THE BACK OF GS WALL UNITS SHALL BE DONE WITH SMALL HAND OPERATED EQUIPMENT, LIKE VIBRATING PLATE COMPACTORS.
- SOIL COMPACTION TESTS SHALL BE TAKEN AS THE WALL IS INSTALLED. THE MINIMUM NUMBER OF TESTS SHALL BE DETERMINED BY THE SITE SOILS ENGINEER, BUT NOT LESS THAN EVERY 500 SQ. FT. OF WALL FACE NOR EVERY 4 FEET CHANGE IN FILL ELEVATION.
- SEE WALL PROFILE (ELEVATION VIEW) FOR CELLULAR CONFIGURATION AND FOUNDATION COURSE BATTER, IF REQUIRED.
- PROVIDE PERMANENT, STABILIZED DRAINAGE SWALES AT TOP OF WALL TO DIRECT SURFACE WATER FLOW AROUND THE ENDS OF THE WALL.
- ESTABLISH TURF IMMEDIATELY AFTER THE WALL IS COMPLETED.
- FINAL WALL LOCATION AND ALIGNMENT SHALL BE SURVEYED IN THE FIELD, AND REPORTED TO THE OWNERS ENGINEER.

CAUTION:

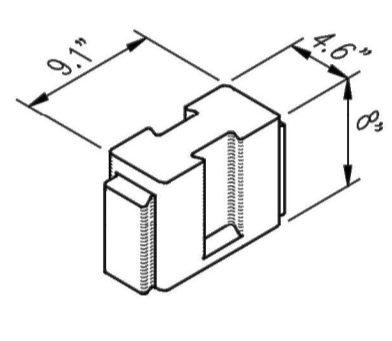
IF EXISTING CONDITIONS ARE DIFFERENT THAN THOSE STATED IN THESE DRAWINGS AND SPECIFICATIONS, OR THE SITE SOILS REPORT. THE CONTRACTOR MUST CONTACT THE ENGINEER AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH WALL CONSTRUCTION.



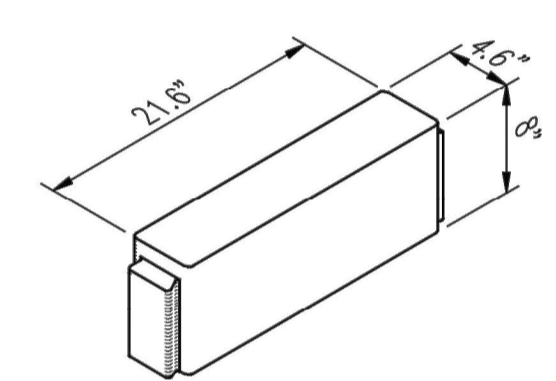
3
1 **CAP UNIT**
 1" = 1'-0"



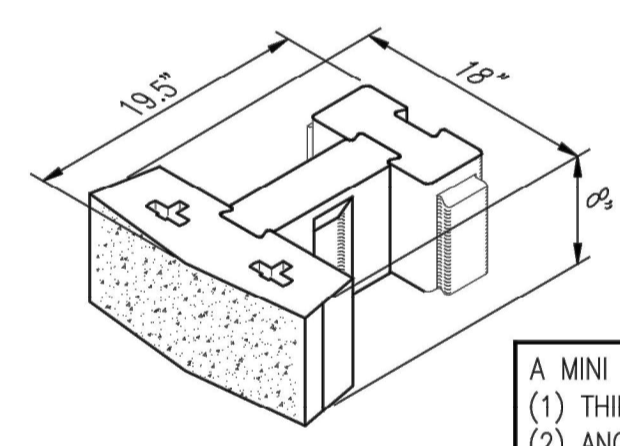
4
1 **THIN FACE UNIT**
 1" = 1'-0"



5
1 **ANCHOR UNIT**
 1" = 1'-0"

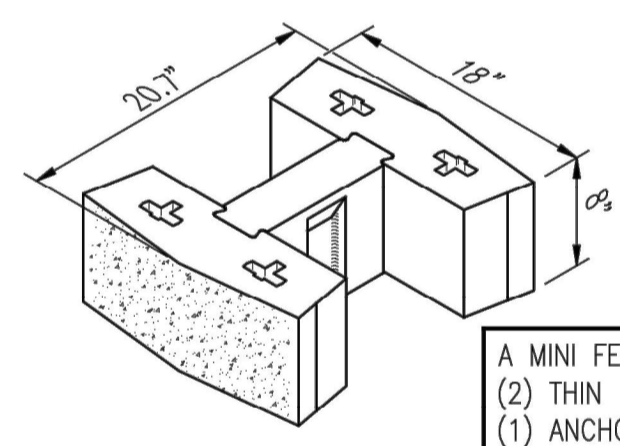


6
1 **TRUNK UNIT**
 1" = 1'-0"



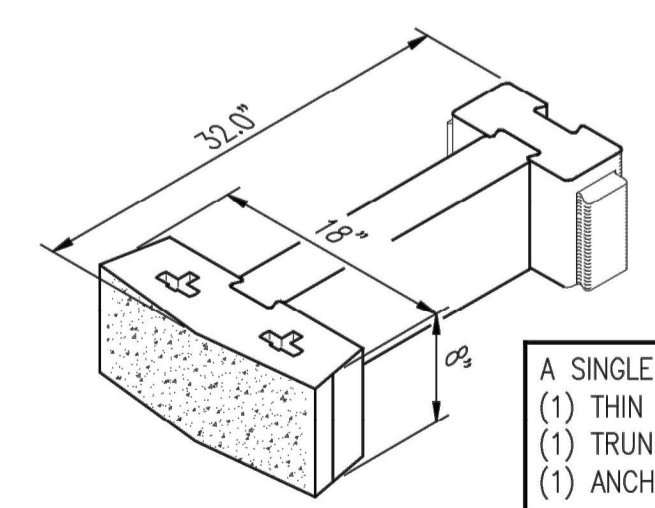
7
1 **MINI CELL UNIT**
 1" = 1'-0"

A MINI CELL UNIT CONTAINS:
 (1) THIN FACE UNIT
 (2) ANCHOR UNITS



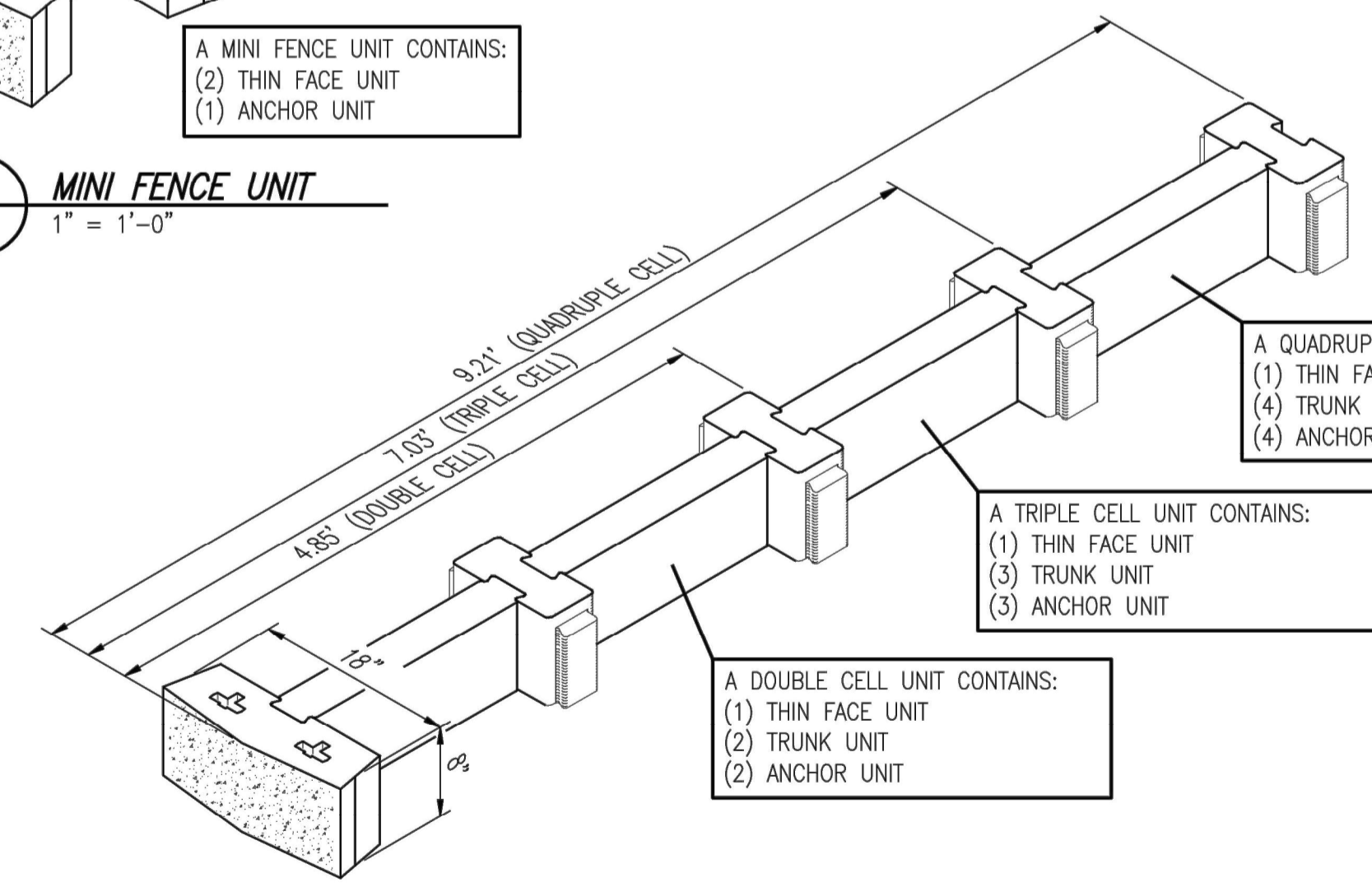
8
1 **MINI FENCE UNIT**
 1" = 1'-0"

A MINI FENCE UNIT CONTAINS:
 (2) THIN FACE UNIT
 (1) ANCHOR UNIT



9
1 **SINGLE CELL UNIT**
 1" = 1'-0"

A SINGLE CELL UNIT CONTAINS:
 (1) THIN FACE UNIT
 (1) TRUNK UNIT
 (1) ANCHOR UNIT

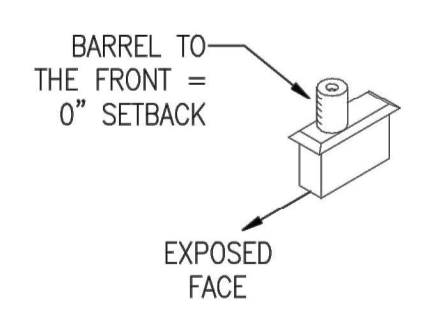


10
1 **MULTIPLE CELL UNITS**
 1" = 1'-0"

A DOUBLE CELL UNIT CONTAINS:
 (1) THIN FACE UNIT
 (2) TRUNK UNIT
 (2) ANCHOR UNIT

A TRIPLE CELL UNIT CONTAINS:
 (1) THIN FACE UNIT
 (3) TRUNK UNIT
 (3) ANCHOR UNIT

A QUADRUPLE CELL UNIT CONTAINS:
 (1) THIN FACE UNIT
 (4) TRUNK UNIT
 (4) ANCHOR UNIT



11
1 **ALIGNMENT PLUG**
 3" = 1'-0"

CLACKAMAS COUNTY HAVEN HOUSE ROOF PITCH & WATER DIVERSION PROJECT
 15170 SE RIVER RD MILWAUKIE, OR 97267

REVISIONS:

PROJECT INFORMATION:
 PROJECT #: 22878
 DATE: MAR-2023
 DRAWN BY: MAA
 CHECK BY: BDL

SHEET TITLE:
RETAINING WALL DETAILS

SHEET #:

		DRAWING: GENERAL WALL LAYOUT AND SRW UNIT DETAILS	
		DESIGN: MRS SCALE: AS NOTED DRAWN: PATTY DATE: 11/16/08	SHEET: 1 of 4

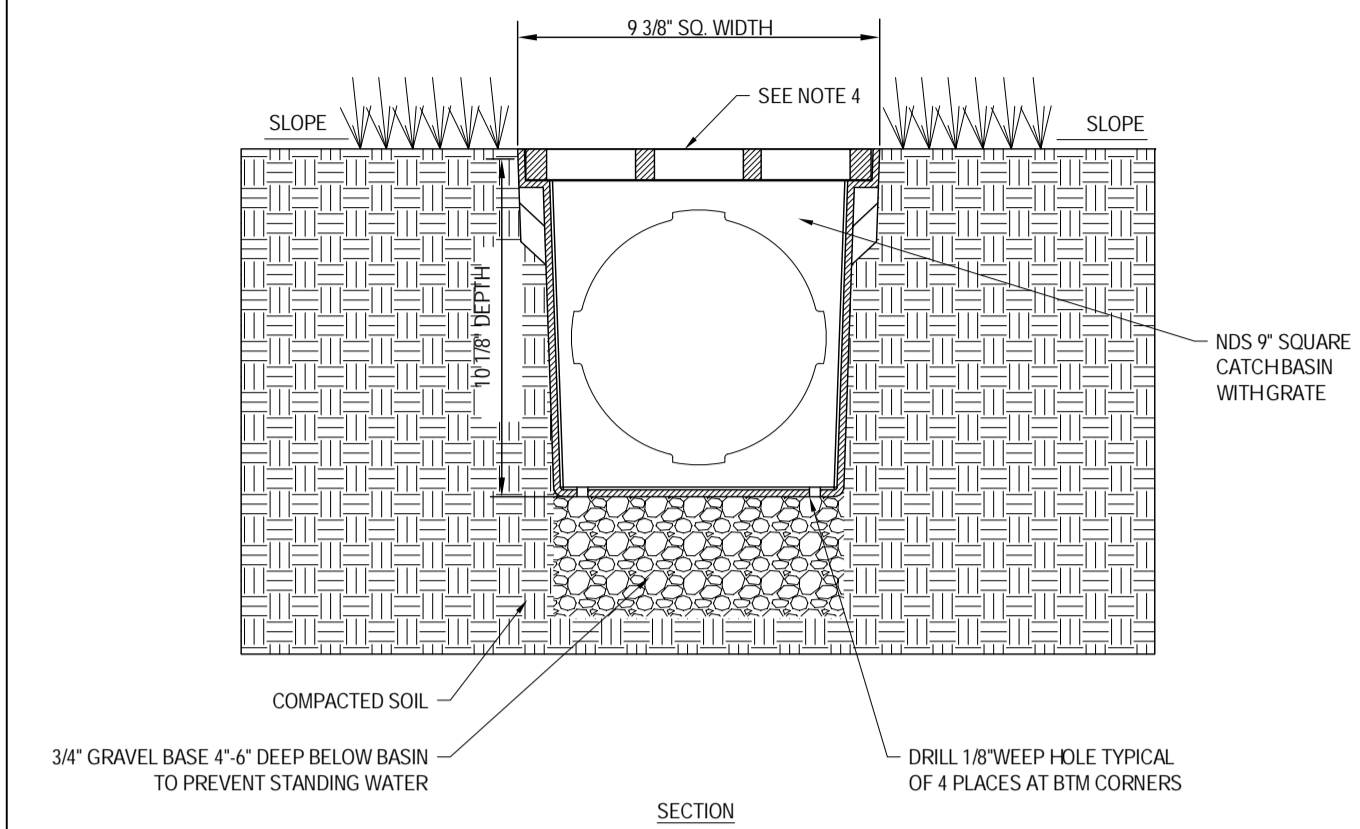
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C4

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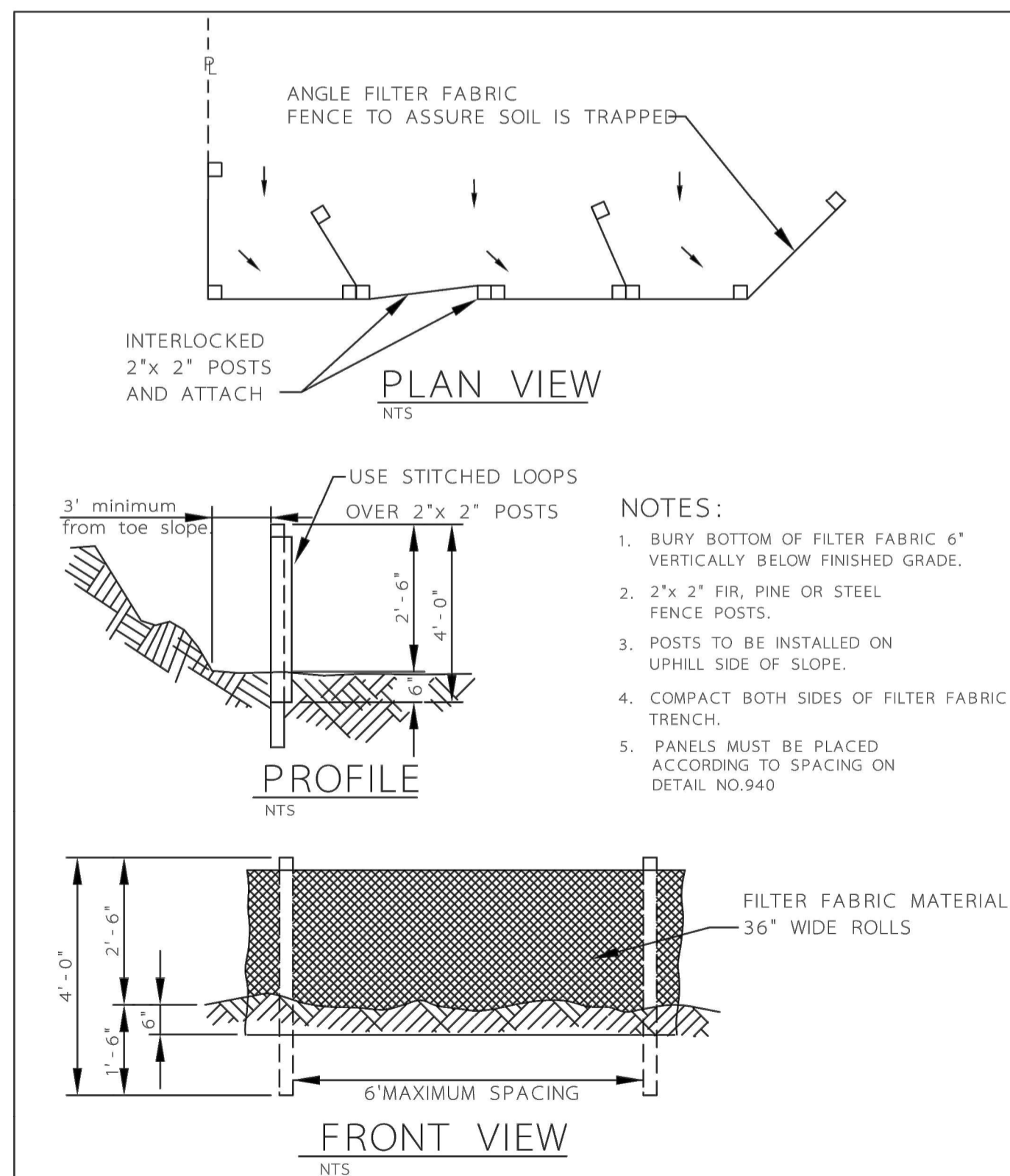
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851 N. HARVARD AVE.
LINDSAY, CA 93247
TOLL FREE: 1-800-726-1994 EXT 3
www.ndspro.com
techservice@ndspro.com



- MANUFACTURER NOTES:
- GRATE TO BE ATTACHED TO CATCHBASIN WITH SCREW PROVIDED AT TIME OF INSTALLATION.
 - RISER CAN BE CUT TO ACHIEVE EXACT ELEVATION.
 - EXISTING SOILS SHOULD BE EVALUATED TO ENSURE PROPER STRUCTURAL AND PERMEABILITY PROPERTIES.
 - RECESS CHANNEL AND GRATE 1/8" FOR PEDESTRIAN TRAFFIC.
 - FOR PRODUCT ASSISTANCE, CONTACT NDS TECHNICAL SERVICE AT TECHSERVICE@NDSPRO.COM.
- NOTES:
- INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 - DO NOT SCALE DRAWING.
 - THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
 - ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
 - CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER P22878DE

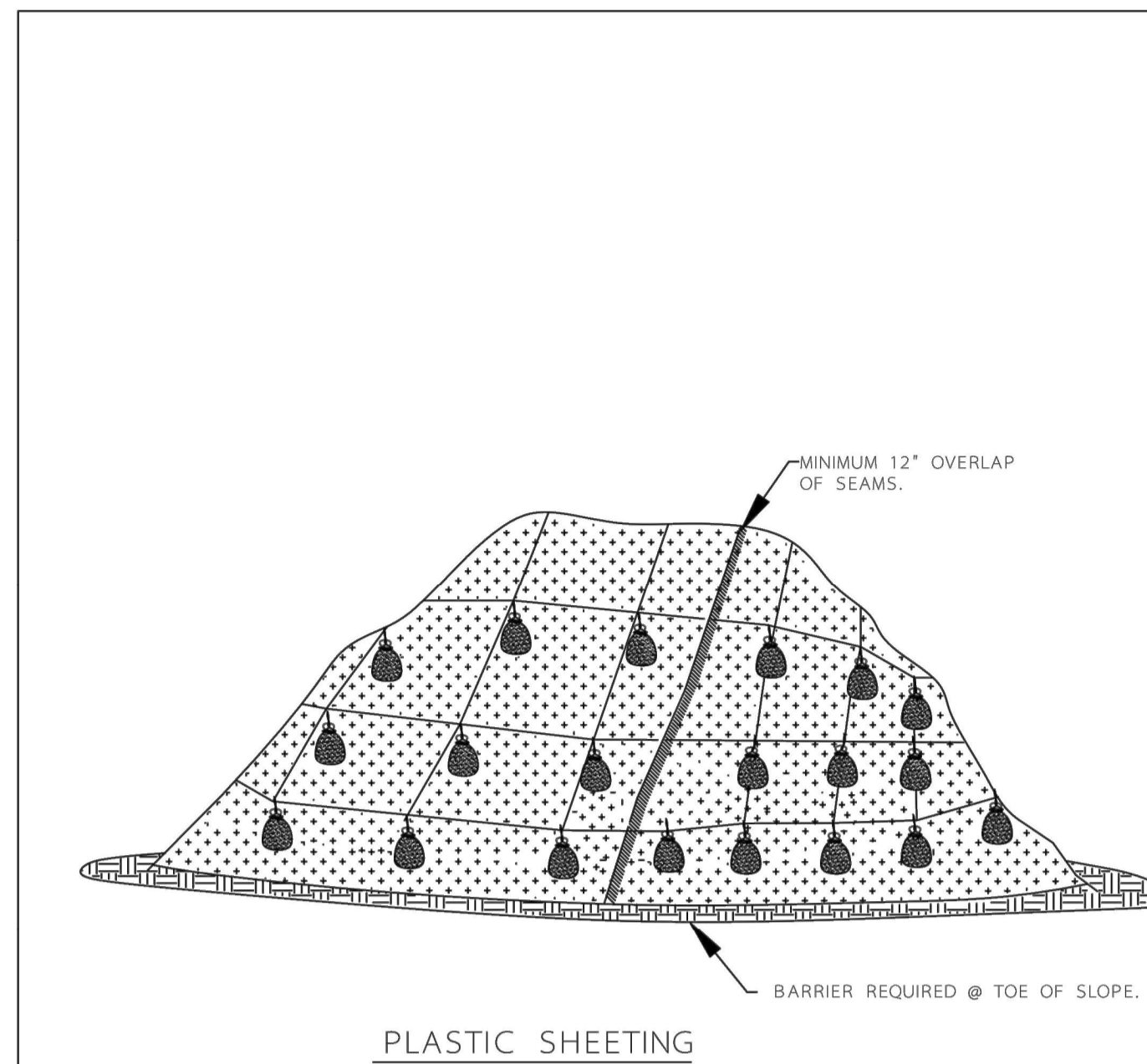
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1 AREA DRAIN DETAIL
SCALE: NTS



SEDIMENT FENCE

DETAIL DRAWING 4-23 REVISED 01-09

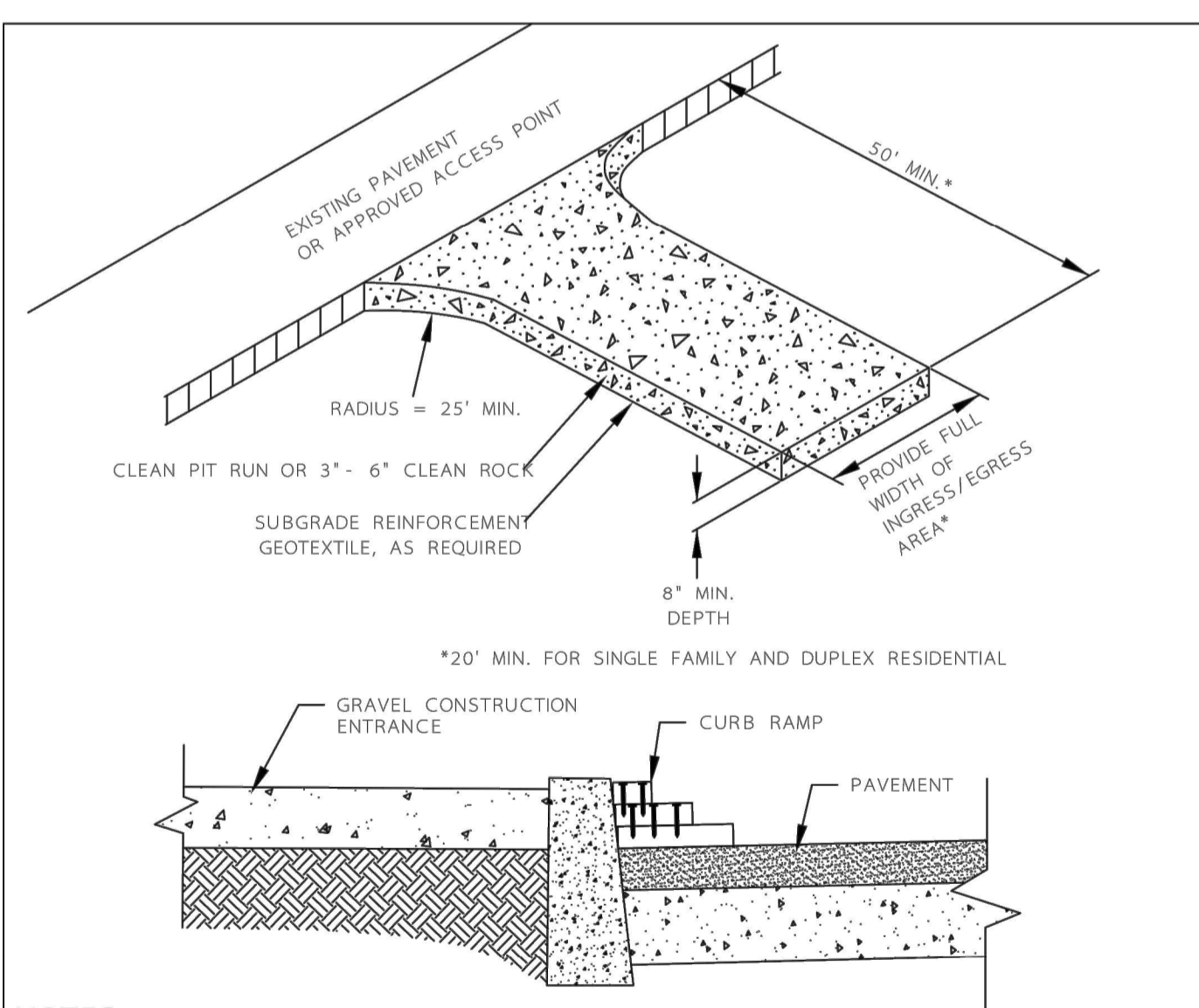


PLASTIC SHEETING

- NOTES:
- MINIMUM 12" OVERLAP OF ALL SEAMS REQUIRED.
 - BARRIER REQUIRED @ TOE OF STOCK PILE.
 - COVERING MAINTAINED TIGHTLY IN PLACE BY USING SANDBAGS OR TIRES ON ROPES WITH MAXIMUM 10' GRID SPACING IN ALL DIRECTIONS.

PLASTIC SHEETING

DETAIL DRAWING 4-3 REVISED 01-09



- NOTES:
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
 - WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
 - WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
 - WHERE RUNOFF CONTAINING SEDIMENT LADEN WATER IS LEAVING THE SITE VIA THE CONSTRUCTION ENTRANCE, OTHER MEASURES SHALL BE IMPLEMENTED TO DIVERT RUNOFF THROUGH AN APPROVED FILTERING SYSTEM.
 - DIMENSIONS**
SINGLE FAMILY: 20' LONG BY 20' WIDE 8" DEEP OF 3/4" MINUS CLEAN ROCK.
COMMERCIAL: 50' LONG BY 20' WIDE 3-6" CLEAN ROCK.
GOVERNING AUTHORITY MAY REQUIRE GEOTEXTILE FABRIC TO PREVENT SUB-SOIL PUMPING.

CONSTRUCTION ENTRANCE

DETAIL DRAWING 4-13 REVISED 01-09

EROSION AND SEDIMENTATION CONTROL NOTES

- WHEN RAINFALL AND RUNOFF OCCURS DAILY INSPECTIONS OF THE EROSION AND SEDIMENT CONTROLS AND DISCHARGE OUTFALLS MUST BE PROVIDED BY SOME ONE KNOWLEDGEABLE AND EXPERIENCED IN THE PRINCIPLES, PRACTICES, INSTALLATION, AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS WHO WORKS FOR THE PERMITEE.
- CONSTRUCTION ACTIVITIES MUST AVOID OR MINIMIZE EXCAVATION AND CREATION OF BARE GROUND FROM OCTOBER 1 THROUGH MAY 31 EACH YEAR.
- DURING WET WEATHER PERIOD, TEMPORARY STABILIZATION OF THE SITE MUST OCCUR AT THE END OF EACH WORK DAY.
- SEDIMENT CONTROLS MUST BE INSTALLED AND MAINTAINED ON ALL DOWN GRADIENT SIDES OF THE CONSTRUCTION SITE AT ALL TIMES DURING CONSTRUCTION. THEY MUST REMAIN IN PLACE UNTIL PERMANENT VEGETATION OR OTHER PERMANENT COVERING OF EXPOSED SOIL IS ESTABLISHED.
- ALL ACTIVE INLETS MUST HAVE SEDIMENT CONTROLS INSTALLED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. UNLESS OTHERWISE APPROVED, A SURFACE MOUNTED AND ATTACHABLE, U-SHAPED FILTER BAG IS REQUIRED FOR ALL CURB INLET CATCH BASINS.
- SIGNIFICANT AMOUNTS OF SEDIMENT WHICH LEAVES THE SITE MUST BE CLEANED UP WITHIN 24 HOURS AND PLACED BACK ON THE SITE AND STABILIZED OR PROPERLY DISPOSED. THE CAUSE OF THE SEDIMENT RELEASE MUST BE FOUND AND PREVENTED FROM CAUSING A RECURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DEPARTMENT OF TATE LANDS REQUIRED TIME FRAME. SEDIMENT MUST NOT BE INTENTIONALLY WASHED INTO STORM SEWERS, DRAINAGE WAYS, OR WATER BODIES.
- SEDIMENT MUST BE REMOVED FROM BEHIND ALL SEDIMENT CONTROL MEASURES WHEN IT HAS REACHED A HEIGHT OF 1/3RD THE BARRIER HEIGHT, AND PRIOR TO THE CONTROL MEASURES REMOVAL.
- CLEANING OF ALL STRUCTURES WITH SUMPS MUST OCCUR WHEN THE SEDIMENT RETENTION CAPACITY HAS BEEN REDUCED BY 50% AND AT COMPLETION OF PROJECT.
- ANY USE OF TOXIC OR OTHER HAZARDOUS MATERIALS MUST INCLUDE PROPER STORAGE, APPLICATION, AND DISPOSAL.
- THE PERMITEE MUST PROPERLY MANAGE HAZARDOUS WASTES, USED OILS, CONTAMINATED SOILS, CONCRETE WASTE, SANITARY WASTE, LIQUID WASTE, OR OTHER TOXIC SUBSTANCES DISCOVERED OR GENERATED DURING CONSTRUCTION.
- THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS. NUTRIENT RELEASES FROM FERTILIZERS TO SURFACE WATERS MUST BE MINIMIZED. TIME RELEASE FERTILIZERS SHOULD BE USED AND CARE SHOULD BE MADE IN APPLICATION OF FERTILIZERS WITHIN ANY WATERWAY RIPARIAN ZONE.
- OWNER OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH CURRENT CLEAN WATER SERVICES STANDARDS AND STATE AND FEDERAL REGULATIONS.
- PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BOUNDARIES OF THE CLEARING LIMITS, VEGETATED BUFFERS, AND ANY SENSITIVE AREAS SHOWN ON THIS PLAN SHALL BE CLEARLY DELINEATED IN THE FIELD. UNLESS OTHERWISE APPROVED, NO DISTURBANCE IS PERMITTED BEYOND THE CLEARING LIMITS, THE OWNER/PERMITEE MUST MAINTAIN THE DELINEATION FOR THE DURATION OF THE PROJECT.
NOTE: VEGETATED CORRIDORS TO BE DELINEATED WITH ORANGE CONSTRUCTION FENCE OR APPROVED EQUAL.
- PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BMPS THAT MUST BE INSTALLED ARE GRAVEL CONSTRUCTION ENTRANCE, PERIMETER SEDIMENT CONTROL, AND INLET PROTECTION. THESE BMPS MUST BE MAINTAINED FOR THE DURATION OF THE PROJECT.
- IF VEGETATIVE SEED MIXES ARE SPECIFIED, SEEDING MUST TAKE PLACE NO LATER THAN SEPTEMBER 1ST; THE TYPE AND PERCENTAGES OF SEED IN THE MIX ARE AS IDENTIFIED ON THE PLANS OR AS SPECIFIED BY THE DESIGN ENGINEER.
- WATER-TIGHT TRUCKS MUST BE USED TO TRANSPORT SATURATED SOILS FROM THE CONSTRUCTION SITE. AN APPROVED EQUIVALENT IS TO DRAIN THE SOIL ON SITE AT A DESIGNATED LOCATION USING APPROPRIATE BMPS; SOIL MUST BE DRAINED SUFFICIENTLY FOR MINIMAL SPILLAGE.
- ALL PUMPING OF SEDIMENT LADEN WATER MUST BE DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA, AND THROUGH A SEDIMENT CONTROL BMP (I.E. FILTER BAG).
- THE ESC PLAN MUST BE KEPT ONSITE. ALL MEASURES SHOWN ON THE PLAN MUST BE INSTALLED PROPERLY TO ENSURE THAT SEDIMENT LADEN WATER DOES NOT ENTER A SURFACE WATER SYSTEM, ROADWAY, OR OTHER PROPERTIES.
- THE ESC MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE MEASURES SHALL BE UPGRADED AS NEEDED TO MAINTAIN COMPLIANCE WITH ALL REGULATIONS.
- WRITTEN ESC LOGS ARE SUGGESTED TO BE MAINTAINED ONSITE AND AVAILABLE TO DISTRICT INSPECTORS UPON REQUEST.
- IN AREAS SUBJECT TO WIND EROSION, APPROPRIATE BMPS MUST BE USED WHICH MAY INCLUDE THE APPLICATION OF FINE WATER SPRAYING, PLASTIC SHEETING, MULCHING, OR OTHER APPROVED MEASURES.
- ALL EXPOSED SOILS MUST BE COVERED DURING WET WEATHER PERIOD.



**CLACKAMAS COUNTY
HAVEN HOUSE
ROOF PITCH & WATER DIVERSION PROJECT**

15170 SE RIVER RD MILWAUKIE, OR 97267

REVISIONS:

PROJECT INFORMATION:
PROJECT #: 22878
DATE: MAR-2023
DRAWN BY: MAA
CHECK BY: BDL

SHEET TITLE:

**STORM AND
EROSION
CONTROL
DETAILS**

SHEET #:

C5

APPROVED PLANS

FULL SIZE PRINT: 22 x 34

B0176323

ISSUED FOR: CLIENT REVIEW

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GENERAL NOTES

ROUGH CARPENTRY

- FRAMING LUMBER SHALL BE KILN-DRIED (KD) OR SEASON DRIED (SD), MC < 19% & GRADED & MARKED IN ACCORDANCE WITH THE WEST COAST LUMBER INSPECTION BUREAU (WCLIB) OR THE WESTERN WOOD PRODUCTS ASSOCIATION (WWPA)
 - STUDS: DOUGLAS-FIR STUD GRADE
 - JOIST & MISC. 2x MEMBERS: DOUGLAS-FIR No. 2
 - HEADERS: DOUGLAS-FIR No. 1
- PLYWOOD: ALL PLYWOOD SHALL BE RATED & STAMPED BY APA-THE ENGINEERED WOOD ASSOCIATION.
 - PLYWOOD ROOF SHEATHING: APA RATED
- EXPOSED WOOD MATERIALS & MATERIALS IN CONTACT WITH CONCRETE SHALL BE PRESERVATIVE TREATED PER AWPA STANDARD T1. TREAT ACCORDING TO USE CATEGORY UC4A. FIELD TREAT ALL CUT ENDS.
- CARPENTRY HARDWARE:
 - NAILS: BOX AMERICAN OR CANADIAN MANUFACTURER ONLY.
 - ANCHORS & CONNECTORS: SIMPSON STRONG-TIE.
 - ALL FASTENERS USED IN CONJUNCTION WITH PRESERVATIVE TREATED LUMBER, USE STAINLESS STEEL OR HOT DRIPPED GALVANIZED PRODUCTS.
- MINIMUM NAILING: NAIL PER 2015 IBC TABLE 2304.10.1 UNLESS NOTED OTHERWISE.

SHEATHING

- NAILS IN CONTACT WITH PRESSURE-TREATED LUMBER SHALL BE STAINLESS STEEL.
- SUBSTITUTION OF ORIENTED STRAND BOARD (OSB) FOR SHEATHING IS ACCEPTABLE IF THE OSB:
 - CONFORMS WITH APA PERFORMANCE STANDARDS FOR WOOD BASED STRUCTURAL USE PANELS PRP-108 AND UNITED STATES PRODUCT STANDARD PS2-92.
 - IS MANUFACTURED WITH EXTERIOR GLUE.
 - HAS A LOAD/SPAN RATING INDEX EQUAL TO PLYWOOD.
 - BEARS THE APA TRADEMARK.
- PROVIDE PRESSURE-TREATED PLYWOOD WHERE INDICATED ON DRAWINGS. CONFORM WITH AWPA STANDARD C-9. MARK SHEETS WITH AWPB.
- SHEATHING TYPES:
 - ROOF SHEATHING: 5/8" INDEX 40/20
 - FLOOR: 3/4" INDEX 48/24 T&G
 - WALL: 1/2" INDEX 25%
- SHEATHING LAYOUT AND INSTALLATION:
 - LAY OUT PLYWOOD SHEATHING WITH END JOINTS STAGGERED, UNLESS NOTED OTHERWISE.
 - LAY OUT PLYWOOD TO ELIMINATE WIDTHS LESS THAN 1'-0" AT ROOFS, OR LESS THAN 2'-0" AT FLOORS, UNLESS ALL EDGES OF UNDERSIZED PIECES ARE SUPPORTED BY BLOCKING.
 - PROVIDE PANEL SPACINGS ACCORDING TO APA RECOMMENDATIONS.
 - NAIL ACCORDING TO SCHEDULE AND DRAWINGS.
- PROTECT FLOOR AND ROOF SHEATHING FROM EXTREME WET CONDITIONS.
- FLOOR SHEATHING
 - IMMEDIATELY PRIOR TO PLACING PANELS, APPLY A 1/4" DIAMETER CONTINUOUS BEAD OF CONSTRUCTION ADHESIVE, CONFORMING WITH AFG-01, TO TOPS OF ALL JOISTS, BLOCKING AND PLATES.

CONNECTIONS:

- CONNECTIONS OF LUMBER FRAMING SHALL BE AS SHOWN IN THE FOLLOWING TABLE UNLESS NOTED OTHERWISE.

CONNECTION TYPE	FASTENER
STUD TO PLATES - END NAIL	(2) 16d COMMON OR (3) 10d
STUDS TO PLATE - TOE NAIL	(4) 10d COMMON
TOP PLATES & BOTTOM PLATES	
- SPIKE TOGETHER	10d COMMON AT 8" O.C.
- LAP INTERSECTIONS	(4) 10d COMMON EACH SIDE OF JOINT
FLOOR, ROOF, CEILING JOISTS	
- TO PLATES OR BEAMS - TOE NAIL	(2) 10d COMMON
BLOCKING TO PLATE - TOE NAIL	(2) 10d COMMON
BLOCKING TO JOISTS - EACH END	(2) 10d COMMON
CORNER STUDS	10d COMMON AT 12' O.C.
2X LAMINATED BEAMS	10d COMMON AT 12' - 2 ROWS STAGGERED

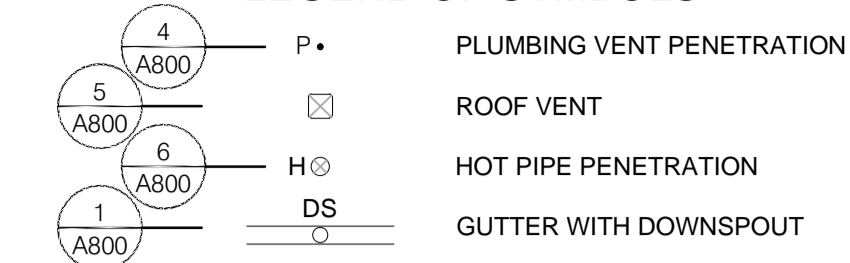
OTHER WOOD CONNECTIONS

- FRAMING CONNECTORS: SIMPSON STRONG-TIE OR APPROVED.
 - FILL ALL NAIL HOLES WITH NAILS AS SPECIFIED BY THE CONNECTOR MANUFACTURER, UNLESS NOTED OTHERWISE.
 - CONNECTIONS IN CONTACT WITH PRESSURE-TREATED LUMBER SHALL BE STAINLESS STEEL.
 - HANGERS TO DEVELOP BENDING STRENGTH OF MEMBERS, UNLESS NOTED OTHERWISE ON DRAWINGS.
- ANCHOR BOLTS: ASTM A307 OR ASTM A 36.
- PROVIDE STAINLESS STEEL ANCHOR BOLTS, EXPANSION ANCHORS, PLATE WASHERS AND THREADED RODS IN CONTACT WITH PRESSURE-TREATED LUMBER.
- PROVIDE STANDARD PLATE WASHERS UNDER HEADS OR NUTS OF BOLTS BEARING ON WOOD. SEE SHEAR WALL SCHEDULE FOR SQUARE WASHER REQUIREMENTS AT SHEAR WALLS.
- ANCHOR ALL PLATES AND LEDGERS WITH A MINIMUM OF 3 ANCHORS PER PIECE.
- MINIMUM SIZE AND MAXIMUM SPACING OF PLATE OR LEDGER CONNECTIONS:
 - PLATES TO CONCRETE FOUNDATION WALLS:
 - 1/2"Ø X 10" ANCHOR BOLT AT 4'-0" O.C.
 - 3/8"Ø X 10" ANCHOR BOLT AT 4'-0" O.C.
 - LEDGERS TO CONCRETE WALLS:
 - 3/4"Ø EXPANSION ANCHORS AT 4'-0" O.C.
 - EXPANSION ANCHOR EMBEDMENTS (UNLESS NOTED OTHERWISE):
 - 3/4"Ø WITH 3 1/2" MINIMUM EMBEDMENT.

LIGHT-METAL PLATE-CONNECTED WOOD TRUSSES

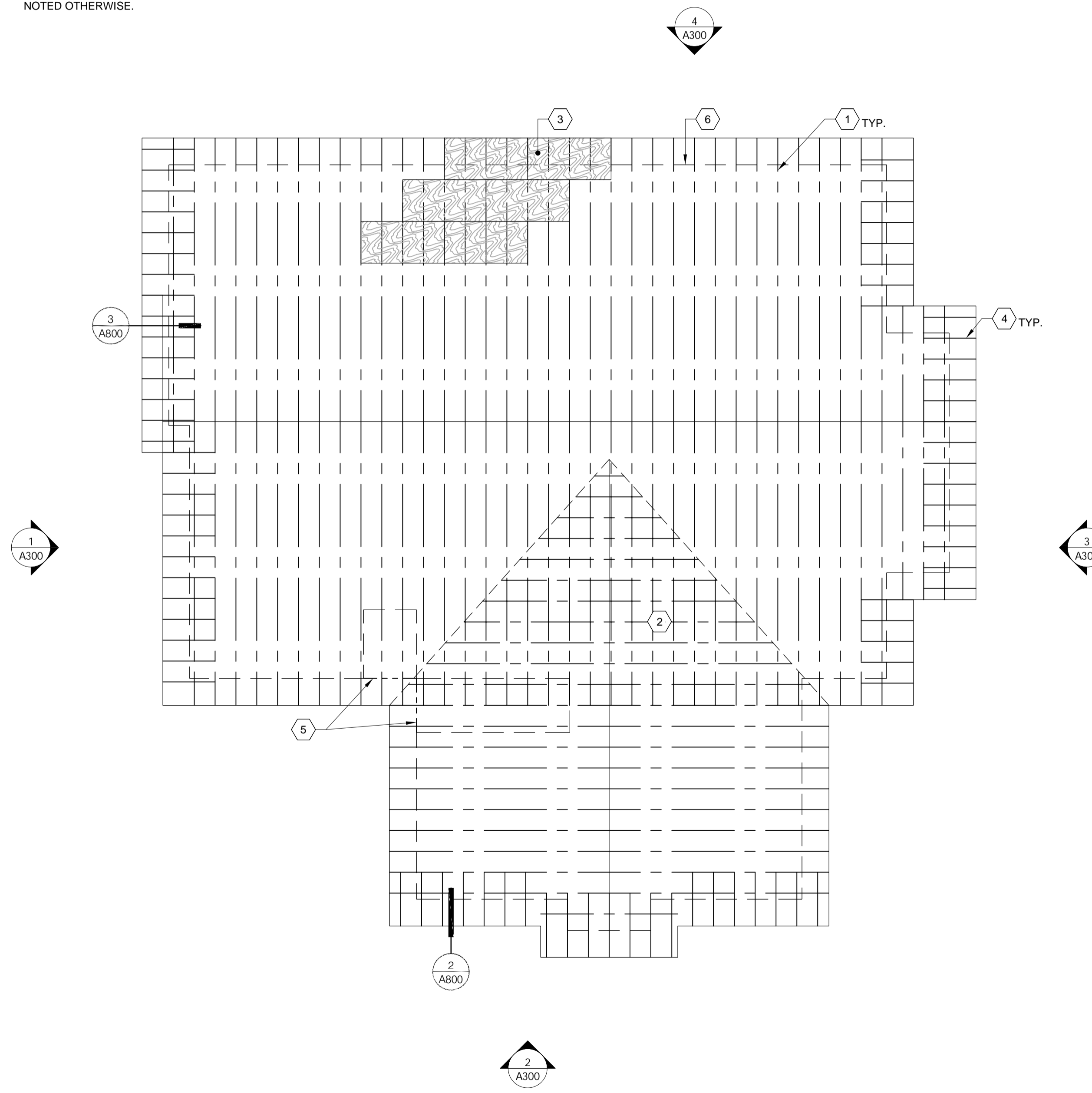
- DESIGN TRUSS SYSTEM ACCORDING TO PROVISIONS OF "DESIGN SPECIFICATIONS FOR LIGHT METAL PLATE CONNECTED WOOD TRUSSES" BY THE TRUSS PLATE INSTITUTE, UNLESS NOTED OTHERWISE.
- TRUSS DESIGN CRITERIA:
 - ROOF TRUSSES: 6.3 PSF (NOT INCLUDING WEIGHT OF TRUSS)
 - DEAD LOAD: 25 PSF + DRIFT
 - SNOW LIVE LOAD: 21 PSF
 - NET WIND UPLIFT LOAD: L/360, MAX
 - LIVE LOAD DEFLECTION: L/360, MAX
- PROVIDE TRUSS AND COMPRESSIVE MEMBER LATERAL BRACING AND CONNECTIONS FOR CONSTRUCTION AND PERMANENT LOADS, INCLUDING BRACING FOR WIND UPLIFT.
- CONNECTION PLATE DESIGN: DEVELOP FULL DESIGN STRESS IN A MEMBER. PROVIDE A MINIMUM TRANSFER AT ANY MEMBER OF 2,000 POUNDS.
- SHOP DRAWINGS:
 - INCLUDE ERECTION PLAN SHOWING LATERAL BRACING FOR TRUSS COMPRESSIVE MEMBERS AND REQUIRED BRACING CONNECTIONS.
 - SUBMIT TRUSS DESIGN CALCULATIONS SHOWING MEMBER FORCES AND COMBINED STRESSES.
 - SUBMIT ICC/ICBO APPROVAL INFORMATION.
- ALL CONNECTIONS OF THE TRUSSES TO THE SUPPORTING STRUCTURE, INCLUDING WIND UPLIFT, SHALL BE DESIGNED AND PROVIDED BY THE TRUSS SUPPLIER. MINIMUM CONNECTION OF TRUSSES TO SUPPORTING MEMBERS SHALL BE (1) SIMPSON H1 ANCHOR AND (2) 10D TOE NAILS, UNLESS NOTED OTHERWISE.

LEGEND OF SYMBOLS

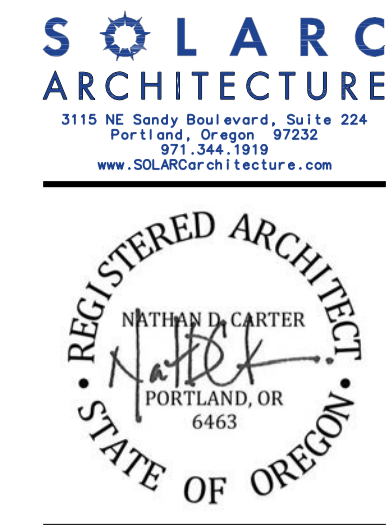


KEY NOTES

- NEW PRE-MANUFACTURED ROOF TRUSSES @ 24" O.C. w/ BLOCKING AS NEEDED. ATTACH TO EXISTING WALL TOP PLATE w/ SIMPSON H2.5A @ EACH END & (2) SIMPSON GBC @ GABLE BRACING.
- OVERFRAMING w/ PRE-MANUFACTURED ROOF TRUSSES @ 24" O.C. ATTACH w/ SIMPSON VTCR CLIPS @ 24" O.C. FASTENED INTO SUPPORTING TRUSS.
- 1/2" PLYWOOD SHEATHING THROUGHOUT.
- RAKE FRAMING PER DETAILS.
- EXISTING BEAM TO REMAIN.
- OUTLINE OF WALLS BELOW.



1 ROOF FRAMING PLAN
SCALE: 1/8" = 1'-0"



CLACKAMAS COUNTY
HAVEN HOUSE
ROOF PITCH & WATER DIVERSION & INFILTRATION PROJECT
 15170 SE RIVER RD MILWAUKIE, OR 97267

REVISIONS:

PROJECT INFORMATION:
 PROJECT #: 22-035
 DATE: 23-MAR-2023
 DRAWN BY: CG
 CHECK BY: NDC

SHEET TITLE:
ROOF FRAMING PLAN

SHEET #:
S 200

