



Invitation to Bid

City of Milwaukie Public Safety Building Roof Replacement

Project # F15

**CLOSES at 2:30 p.m.
Wednesday, January 21, 2015**
(Bidder must complete & return pages 11-20)

**Mandatory pre-bid conference:
10:00 a.m. Tuesday, January 6, 2015**
City of Milwaukie
Public Safety Building
3200 S.E. Harrison, Milwaukie OR 97222

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SECTION B – DEFINITIONS

B.1 DEFINITIONS: Together with the Definitions found in Section A.1 of the Section 6, General Conditions, the following definitions apply to this ITB and the resulting Contract.

B.1.1 "Agency" means the City of Milwaukie.

B.1.2 "Bid" means the Offeror's written offer submitted in response to the ITB, including all necessary attachments and information required to be submitted prior to award. Bid also means "Offer".

B.1.3 "Bidder" means an individual, organization or representative of an organization that submits a Bid in response to an ITB. Bidder also means "Offeror".

B.1.4 "Closing" means the date and time set in the ITB for Bid submission, after which Bids may not be submitted, modified, or withdrawn by Bidder.

B.1.5 "DAS" means the Oregon Department of Administrative Services, acting through the State Services Division, State Procurement Office.

B.1.6 "City" means City of Milwaukie.

B.1.7 "Invitation to Bid" or "ITB" means all documents, whether attached or incorporated by reference, and any Addenda thereto, used for soliciting Bids.

B.1.8 "Opening" means the date/time set to read the Bid submittals.

B.1.9 "Plan Center" means organizations and/or business locations where Bidders may view, download or purchase copies of all documents relating to the ITB.

B.1.10 "Solicitation Amendment" means an addition or deletion to, a material change in, or clarification of, the ITB. Solicitation Amendments shall be labeled as such and shall be mailed to all bidders having requested and received this ITB from the City of Milwaukie in accordance with section H. Solicitation Amendment also means "Addendum" or "Addenda".

B.1.11 "State" means the State of Oregon.

SECTION C - GENERAL BIDDING INFORMATION AND INSTRUCTIONS TO OFFERORS

C.1 GENERAL INFORMATION

The purpose of this ITB is to establish Contracts for partial roof replacements at Public Safety Building for the benefit of City of Milwaukie. The work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all work in connection with this project.

A mandatory pre-bid conference will be held 10:00 a.m. Tuesday, January 6, 2015, at the City of Milwaukie, Public Safety Building located at 3200 S.E. Harrison, Milwaukie OR 97222.

C.1.1 POINT(S) OF CONTACT

C.1.1.1: The single contact point for questions regarding the ITB, Forms, Specifications, Plans, bidding process, changes, clarifications, the award process, protests and/or any other issues that may arise in relation to this ITB is Willie Miller, Facilities Maintenance Coordinator at (503) 786-7621 or e-mail millerw@milwaukieoregon.gov. In his absence contact Gary Parkin, Public Works Director, at (503) 786-7614 or parking@milwaukieoregon.gov.

C.1.2. ENGINEER AND CONSULTANT INFORMATION

The following is a list of Engineers and/or Consultants used on this project. This list is for informational purposes only. Offerors are prohibited from contacting these engineers and consultants during the solicitation process, unless otherwise authorized in this ITB.

Dell Turner, Garland Industries (503) 860-4420

C.1.3 INVITATION TO BID DOCUMENT AVAILABILITY

C.1.3.1 DOCUMENT DELIVERY: Documents are available on line at <http://bids.milwaukieoregon.gov/?> or through the City of Milwaukie's website (click "Bids/RFPs"). Bidders must register on the Planholder list.

C.1.3.2 SOLICITATION AMENDMENTS: ITB Amendments, if any, will be posted on the website. Registered bidders will be notified by email.

C.1.4 SUPPLIERS LIST – Not used.

C.1.5 PLAN CENTERS – Not used.

C.1.6 TRADE SECRETS

Any information offeror submits in response to the ITB that Offeror considers a trade secret under ORS 192.501(2) or confidential proprietary information, and that Offeror wishes to protect from public disclosure, must be clearly labeled with the following: "This information constitutes a trade secret under ORS 192.501(2) or confidential proprietary information, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." Offerors are cautioned that price information submitted in response to an ITB is generally not considered a trade secret under the Oregon Public Records Law. Further, information submitted by Offerors that is already in the public domain is not protected. The City shall not be liable for disclosure or release of information when authorized or required by law or court order to do so. The City shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

C.1.7 SOLICITATION LAW AND RULES

This ITB and the resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Divisions 246 and 249 of the Administrative Rules of the Oregon Department of Administrative Services. The ITB and resulting Contract may be subject to other laws and rules. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules. Copies may be obtained as follows:

C.1.7.1 OREGON REVISED STATUTES (ORS Chapters 279A and 279C) - Can be obtained from Legislative Counsel Committee, S101 State Capitol, Salem, OR 97310-0630. Phone (503) 378-8146, or on line at: <http://www.leg.state.or.us/ors/home.html>

C.1.7.2 OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES ADMINISTRATIVE RULES - (OAR Chapter 125, Divisions 246 and 249) - Can be obtained from the Department of Administrative Services, 1225 Ferry Street SE U140, Salem, OR 97301-4285. Phone (503) 378-4642 or on line at: <http://arcweb.sos.state.or.us/banners/rules.htm>

C.1.7.3 In addition to the foregoing, this solicitation and the Contract are governed by the STATE OF OREGON GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS, "General Conditions" dated January 1, 2006, which are incorporated herein by reference. See Exhibit 6.

C.1.8 BRAND NAME USAGE:

C.1.8.1 BRAND NAME: Any brand name listed in the specifications without an "or equal" "or approved equal" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the brand name listed is not mandated pursuant to a brand name exemption.

C.1.8.2 BRAND NAME "OR EQUAL": Any brand name listed in the specifications with an "or equal" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the proposed product has been approved in writing by the Owner's Authorized Representative prior to installation, and the brand named is not mandated pursuant to a brand name exemption.

City of Milwaukie shall determine, in its sole discretion, whether a product offered is "or equal".

C.1.8.3 BRAND NAME "OR APPROVED EQUAL": Any brand name listed in the specifications with an "or approved equal" or an "or approved equivalent" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the product has been pre-approved in writing **during the bidding process** detailed in Section C.2, and the brand named is not mandated pursuant to a brand name exemption.

City of Milwaukie shall determine, in its sole discretion, whether a product offered is "or approved equal".

C.2 SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION; REQUEST FOR BRAND NAME / PRODUCT SUBSTITUTION

C.2.1 PROCEDURE: The appropriate means of seeking clarifications or modifications to provisions of an ITB are through (a) requests for approval of an "or approved equal" or an "or approved equivalent" (b) requests for clarification; (c) formal submittal of requests for changes to contractual terms or Specifications or Plans; and (d) formal submittal of protests of contractual terms or Specifications or Plans. Any Bid response that includes non-approved alternate product brands where approval is required, or that takes exception to the Specifications or Plans or contractual terms of the ITB may be deemed non-responsive and may be rejected.

C.2.2 METHOD OF SUBMITTING REQUESTS FOR MODIFICATION OF ITB PROVISIONS: Envelopes containing requests for brand approval, requests for substitution, requests for clarification, requests for change, and Bid protests shall be marked as follows:

Bid Request for:
Brand Approval/Request for Substitution/Request for Clarification/Request Change/Protest
ITB Name
Closing Date & Time

Bid requests (except for bid protests) must be received by the appropriate point of contact as identified in Section C.1.1 by **2:30pm (PST), Tuesday, January 13, 2015**. Unless this specific deadline is extended by subsequent Solicitation Amendment, no requests for brand approval, requests for substitution, requests for clarification, requests for change or protests pertaining to provisions contained in the originally-issued ITB will be considered after the date specified herein. All substitution request shall be fill out using the submittal document 01300 and be stamped by and Oregon Licensed Engineer. Bid protests will be accepted until January 20, 2015.

C.2.3 REQUEST FOR APPROVAL OF AN "OR APPROVED EQUAL" OR AN "OR APPROVED EQUIVALENT": Pursuant to Section C.1.8.3, Offerors shall provide that product unless another is approved through a request for approval of an "or approved equal" or an "or approved equivalent, or a product exemption has been issued (ORS 279C.345). Other brands of equal quality, merit and utility will be considered upon proper submittal of the request with appropriate documentation.

Requests shall be made in writing and be submitted to the Point of Contact under C.1.1.2 of the ITB document. To be considered, the request for changes must be received by the deadline specified in C.2.2.

- Requests shall provide all the information necessary for the City to determine product acceptability.
- Failure to provide sufficient information with the request shall be cause for the request not to be considered as equivalent
- Any product subsequently approved for substitution shall be listed on a Solicitation Amendment issued by the City.

C.2.4 REQUEST FOR CLARIFICATION: Any Offeror that finds discrepancies in, or omissions from any provision of the ITB, Plans, Specifications, or Contract Documents, or has doubt as to the meaning, shall make a request for clarification in writing, to the contact point listed in Section C.1.1.1. To be considered, the request for clarification must be received by City by the deadline specified in Section C.2.2.

C.2.5 REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS OR PLANS: Any Offeror may submit a request for changes to contractual terms, Plans, or Specifications, in writing, to the contact point listed in Section C.1.1.1. To be considered, the

request for changes must be received by City by the deadline specified in Section C.2.2. The request shall include the reason for requested changes, supported by factual documentation, and any proposed changes.

C.2.6 PROTEST OF CONTRACTUAL TERMS, PLANS, OR SPECIFICATIONS: Any Offeror who believes contractual term(s) Plans, or Specification(s) are unnecessarily restrictive or limit competition may submit a protest, in writing, to the contact point listed in Section C.1.1.1. To be considered, the protest must be received by City by the deadline specified in Section C.2.2. The protest shall include the legal and factual grounds for the protest, a description of the resulting prejudice to the Offeror if the protest is not granted, and any proposed changes.

C.2.7 RESPONSE TO REQUESTS FOR CLARIFICATION: Clarifications, whether verbal, in writing, or included in a Solicitation Amendment as a "clarification," do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that the City determines should be handled by formally amending the ITB, the City will do so only by announcing such a change in a Solicitation Amendment, not through information identified as a "clarification."

C.2.8 RESPONSE TO REQUESTS FOR BRAND APPROVAL, REQUESTS FOR SUBSTITUTION, and REQUESTS FOR CHANGE AND PROTESTS: the City shall promptly respond to each properly-submitted written request for brand approval, request for substitution, request for change, and protest. Where appropriate, the City will issue ITB revisions via Solicitation Amendment. The city may also informally respond to Offeror questions, HOWEVER, INFORMAL RESPONSES DO NOT AFFECT THE PROVISIONS OF THE ITB. PLANS, SPECIFICATIONS, CONTRACTUAL TERMS, AND PROCUREMENT REQUIREMENTS OF THE ITB CAN ONLY BE CHANGED VIA SOLICITATION AMENDMENT ISSUED BY THE CITY.

C.3 PROTEST OF SOLICITATION AMENDMENT

Requests for clarification, requests for change and protests of Solicitation Amendment must be received by the time and date specified in the Solicitation Amendment, or they will not be considered. The City will not consider requests or protests of matters not added or modified by the Solicitation Amendment.

C.4 OFFER FORMAT

C.4.1 SIGNATURE IN INK REQUIRED: All Offer documents requiring signature must be signed in ink by an authorized representative of the Offeror.

C.4.2 IN WRITING: Offers and pricing information shall be prepared by typewriter, ink or by computer, but must be signed in ink by an authorized representative of the Offeror. **No oral, telegraphic, telephone, e-mail or facsimile Bids will be accepted.**

C.4.3 FORMS TO BE USED: Required information shall be submitted on the forms specified in the ITB. Any information Offeror submits that is not required to be included on forms prescribed by The City shall be formatted in the manner called for in the ITB and submitted on Offeror's letterhead.

C.4.4 INFORMATION TO BE SUBMITTED WITH THE OFFER: The items listed below in this section shall be submitted or the Offer shall be found to be non-responsive.

The following shall be submitted prior to Closing:

- Pricing Submittal Section
- Bid Security Requirements as per Section D;
- Construction Contractors Board (CCB) Registration Requirements; Asbestos Abatement Licensing Requirements, & Joint Venture - Partnership Declaration, Section G;
- Solicitation Amendment Acknowledgement; Section H;
- Responsibility Inquiry & Contractor References; ESB Utilization, Section I;
- Residency Information, Section K;
- Signature of Bidder's Duly Authorized Representative, Section O;
- Solicitation Amendment (If required)

The following shall be submitted either with the Bid submission or within two (2) working hours after the Closing.

- First Tier Subcontractor Disclosure Form, Section F.

C.4.5 BID MODIFICATION PRIOR TO CLOSING: Alterations and erasures made before Offer submission must EACH be INDIVIDUALLY initialed in ink by the person signing the Offer. Offers, once submitted, may be modified in writing before Closing. Modifications made after Offer submission shall be prepared on Offeror's letterhead, be signed by an authorized representative, and state that the modifications amend and supersede the prior Offer. Failure to comply with the provisions of this paragraph of Section C.4.5 shall result in Bid rejection.

C.4.5.1 Nothing in the paragraph C.4.5 shall be construed as allowing the Offeror to alter or otherwise change the form of the Bid, the form of the Contract, the conditions of the Bid, the Specifications, and/or Plans attached to the Bid documents.

C.4.5.2 Modifications must be submitted in a sealed envelope marked as follows:

Bid Modification
ITB Number
Closing Date
Closing Time

C.4.5.3 Offerors may not modify Offers after Closing.

C.5 OFFER SUBMISSION

C.5.1 NUMBER OF COPIES; SIGNATURE REQUIRED: Offerors shall submit a total of **two (2)** copies of the Offer. At least one Offer submitted by Offeror must bear an original signature. Failure to submit an Offer bearing an original signature will result in rejection of the Bid.

C.5.2 SEALED ENVELOPE; ADDRESS AND COVER INFORMATION: Offers shall be submitted in sealed packages or envelopes. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

**City of Milwaukie Public Safety Building
Roof Replacement Bid**

Attn: Gary Parkin
City of Milwaukie
6101 S.E. Johnson Creek Blvd.
Milwaukie, OR 97206
(drop off at receptionist desk)

City of Milwaukie shall not be responsible for the proper handling of any Offer not properly identified, marked and submitted in a timely manner.

C.6 OFFER WITHDRAWALS PRIOR TO CLOSING

C.6.1 IN WRITING: Offers may be withdrawn in writing when submitted on Offeror's letterhead, signed by an authorized representative, and received by City of Milwaukie prior to Closing. Offer withdrawals submitted in writing must be labeled as such and contain the ITB name.

C.6.2 IN PERSON: Offers may also be withdrawn in person before Closing upon presentation of appropriate identification and evidence of authorization to act for Offeror. Signature confirmation of withdrawal may also be required.

C.7 CLOSING & OPENING / FIRST TIER SUBMITTAL

C.7.1 CLOSING: Offers must be received and date/time stamped by the City of Milwaukie, 6101 S.E. Johnson Creek Blvd., Milwaukie Oregon, 97206 , prior to the Closing date/time. Offers will not be accepted after the Closing date/time as stated on page one (1) of this ITB or as may be extended by any subsequently issued Solicitation Amendment. **Facsimile Offers will not be accepted.** Failure to comply with this requirement shall result in rejection of the Offer as non-responsive.

Offers will be publicly opened and read at the Opening at the Closing date/time specified on page one (1) of the ITB, at City of Milwaukie, 6101 S.E. Johnson Creek BV, Milwaukie, Oregon, 97206. Only the name of the Offeror(s) and the item(s) to be considered for award purposes will be read at the opening. It is optional for Offerors to attend Opening. Award decisions will not be made at Opening. Bids received after the date/time for Closing will not be considered for award.

C.7.2 FIRST TIER SUBCONTRACTOR DISCLOSURE FORM: First tier subcontractor disclosure forms (Section F) must be returned within two hours after the Closing, at the receptionist desk of the City of Milwaukie 6101 S.E. Johnson Creek Road, Milwaukie, Oregon, 97206. Failure to comply with this requirement shall result in rejection of the Offer as non-responsive.

C.8 PRELIMINARY BID RESULTS

Prior to the Intent to Award Announcement, The City may post preliminary bid results. Such postings are not final.

C.9 TIME FOR OFFER ACCEPTANCE

An Offeror's Offer is a firm Offer, irrevocable, valid and binding on the Offeror for not less than thirty (30) calendar days from the Closing date.

C.10 EXTENSION OF TIME FOR OFFER ACCEPTANCE

City of Milwaukie may request, orally or in writing, that Offerors extend, in writing, the time during which City of Milwaukie may consider their Offer(s). If an Offeror agrees to such extension, the Offer shall continue as a firm Offer, irrevocable, valid and binding on the Offeror for the agreed-upon extension period.

C.11 METHOD OF AWARD

- 3.1 C.11.1:Owner reserves the right to reject any and all Bids, including, without limitation, the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bids of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 3.2 Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons, and organizations must be submitted as specified. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment proposed for incorporation in the Work may also be considered by Owner.
- 3.3 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Quote and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 3.4 Owner reserves the right to reject the Bid of a Bidder who does not pass any such evaluation to Owner's satisfaction.
- 3.5 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening.

Award(s) shall be made to the lowest, qualified, responsible, and responsive Bidder(s) which will provide the best combination of cost and long-term value to the Owner. Awards may be made separately for base bids A, B, and C, or may be made for combined total for benefit of owner (see Exhibit 1 – Pricing Submittal Form).

C.12 SUBSTANTIAL COMPLIANCE REQUIRED

Offers not in substantial compliance with ITB requirements cannot be considered, and cannot be supplemented by submissions delivered after Closing. However, Owner may waive minor informalities and irregularities, and may seek clarification of any response that, in its sole discretion, it deems necessary or advisable.

C.13 OFFER EVALUATION CRITERIA

Offers will be evaluated to identify the lowest responsive Offer submitted by a responsible Offeror and not otherwise disqualified (refer to OAR 125-249-0390). Adjustments made to account for reciprocal preferences will be for Offer evaluation purposes only. No such adjustments shall operate to amend Offeror's Offer or any Contract awarded pursuant thereto.

C.13.1 RESPONSIVENESS: To be considered responsive, the Offeror must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, Owner may waive minor informalities and irregularities.

C.13.2 RESPONSIBILITY: Prior to award of a Contract, Owner will evaluate whether the apparent successful Offeror meets the applicable standards of responsibility identified in OAR 125-249-0390. In doing so, Owner may investigate Offeror and request information in addition to that already required in the ITB, when Owner, in its sole discretion, considers it necessary or advisable.

C.13.3 OREGON PREFERENCE. Awards shall be subject to preference for products produced or manufactured in Oregon, if price, fitness and quality are equal; and, solely for the purpose of evaluating bids, Owner will add a percent increase to the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to the Bidder in the state in which the Bidder resides. For example, if the Offeror is from a state that grants a ten (10) percent preference to local Offerors, Owner will add ten (10) percent to that Offeror's Offer price. (OAR 125-246-0310 and 125-249-0390).

C.14 PROCESSING OF BIDS

Neither the release of a Bid Security, nor acknowledgment that the selection process is complete (whether by posting of a Bid tabulation sheet, issuance of notice intent to award, or otherwise), shall operate as a representation by Owner that any Offer submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

C.15 WITHDRAWAL BY THE CITY OF MILWAUKIE OF BID ITEMS PRIOR TO AWARD

Owner reserves the right to delete Bid items. The deletion of one or more Bid items will not affect the method of award.

C.16 REJECTION OF OFFERS

C.16.1 REJECTION OF ALL OFFERS: Owner may reject all Offers for good cause upon its finding that it is in the public interest to do so.

C.16.2 REJECTION OF PARTICULAR OFFERS: Owner may reject a particular Offer for any of the reasons listed under OAR 125-249-0440.

C.17 INTENT-TO-AWARD ANNOUNCEMENT

City of Milwaukie reserves the right to announce its intent to award prior to formal Contract award by letter or fax ("Intent-to-Award Announcement"). The Intent-to-Award Announcement shall serve as notice to all Offerors that City of Milwaukie intends to make an award.

C.18 PROTEST OF INTENT TO AWARD

Adversely-affected or aggrieved Offerors shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

C.18.1 In order to be an adversely affected or aggrieved Offeror, the Offeror must claim to be eligible for award of the Contract as the lowest responsible and responsive Offeror and that any and all lower Offerors are ineligible to receive Contract award.

C.18.2 An actual Offeror who is adversely affected or aggrieved by the award of the Contract to another Offeror may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

C.19 RESPONSE TO INTENT-TO-AWARD PROTESTS

The City will respond in writing to intent-to-award protests submitted by adversely-affected or aggrieved Offerors. The City may also respond to intent-to-award protests submitted by other Offerors for purposes of clarification. However, any response provided by The City is not intended to, and shall not in and of itself constitute, confirmation that the Offeror is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely filed.

C.20 AWARD

After expiration of the seven (7) calendar-day intent-to-award protest periods, and resolution of all protests, Owner will proceed with final award. (If Owner receives only one Bid, Owner may dispense with the intent-to-award protest period and proceed with award of a Contract.)

C.21 COMMENCEMENT OF WORK

Contractor shall not commence Work under this Contract until the Notice to Proceed has been issued.

C.22 REVIEW OF AWARDED BID FILES

Awarded Bid files are public records and available for review at the City of Milwaukie office by appointment during regular business hours (Monday through Friday).

C.23 INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL OFFEROR

C.23.1 INSURANCE: The apparent successful Offeror shall provide all required proofs of insurance to City of Milwaukie within seven (7) calendar days of notification of intent to award. Failure to present the required documents within the seven (7) calendar-day period may result in Offer rejection. Offerors are encouraged to consult their insurance agent(s) about the insurance requirements as identified in Section G.3 of the General Conditions and/or the Supplemental General Conditions in Exhibit 7 prior to Offer submission.

Offerors must satisfy these insurance requirements by obtaining insurance coverage from insurance companies or entities acceptable to The City that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the State of Oregon, and certain nonadmitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by City of Milwaukie. City of Milwaukie's approval will be based on its assessment of the nonadmitted surplus lines insurer and the suitability of surplus lines insurance for this particular procurement.

C.23.2 PERFORMANCE BOND and PAYMENT BOND: The successful Offeror shall be required to furnish a Performance Bond and a Payment Bond each in the total amount (100%) of the awarded Contract, executed in favor of City of Milwaukie, to ensure faithful performance of the Contract and payment for services and goods.

NOTE: THE STATE OF OREGON HAS PROVIDED PERFORMANCE AND PAYMENT BONDS ARE THE FORMS APPROVED AND REQUIRED TO BE USED FOR THIS ITB.

The State of Oregon Performance Bond and Payment Bond form are Exhibits 3 & 4, respectively.

The apparent low Offeror shall provide all required bonding to the City of Milwaukie, Business Office within seven (7) calendar days of notification of award. Failure to present the required documents within seven (7) calendar days may be grounds for award disqualification.

C.23.3 JOINT VENTURE/PARTNERSHIP INFORMATION: The apparent successful Offeror, if a Joint Venture/Partnership shall provide a copy of the joint venture agreement or partnership agreement evidencing authority to Offer and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a joint venturer or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All partners and joint venturers will be required to sign the Contract awarded.

SECTION D – BID SECURITY REQUIREMENTS

Each Offer shall be accompanied by a certified or cashier's check, irrevocable letter of credit (Bank), or Bid Bond, payable to the City of Milwaukie in an amount equal to ten percent (10%) of the total amount of the Offer.

Bid Security shall be furnished to the City of Milwaukie as security against the failure of the undersigned to comply with all requirements within the time frames established subsequent to notification of award.

If the undersigned fails to (1) execute the Contract, (2) furnish a Performance Bond and a Payment Bond, or (3) furnish certificates of insurance within seven (7) calendar days of the written notification of intent to award a Contract, then the Owner may cash the check, draw under the letter of credit or otherwise collect under the Bid Security.

The Bid Bond form is Exhibit 2.

SECTION E – PREVAILING WAGE RATES (BOLI REQUIREMENTS)

The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and payment of a fee to the Bureau of Labor and Industries (BOLI), as outlined in Sections C.1 and C.2 of the General Conditions.

This ITB and the resulting Contract are subject to BOLI requirements and the "PREVAILING WAGE RATES for Public Works Contracts in Oregon"

The Work will take place in Milwaukie, Oregon, Region 2.

SECTION F – FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM

(1) Pursuant to ORS 279C.370 and OAR 125-249-0360, Offerors are required to disclose information about certain first-tier subcontractors when the Owner estimates the Contract value for a Public Improvement to be greater than \$100,000. Specifically, when the Contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract in its Bid submission or within two (2) working hours after Closing:

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

If the Offeror will not be using any subcontractors that are subject to the above disclosure requirements, the Offeror is required to indicate "NONE" on the Disclosure Form.

THE CITY OF MILWAUKIE MUST REJECT AN OFFER IF THE OFFEROR FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

(2) An Offeror shall submit the disclosure form required by OAR 125-249-0360 either in its Offer submission or within two (2) working hours after Closing.

Compliance with the disclosure and submittal requirements is a matter of responsiveness. Offers which are submitted by Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.

(3) The Owner shall obtain, and make available for public inspection, the disclosure forms required by OAR 125-249-0360. The Owner shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The Owner is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

BID FORMS
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: City of Milwaukie Public Safety Building Roof Replacement - Project # F15

BIDDER NAME: _____ Closing Date: 1/21/15 Closing Time: 2:30 p.m.

This form must be submitted at the location specified in the Invitation to Bid on the advertised Closing date and time.

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

SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): _____

Contact name: _____ Phone no.: _____

SECTION G – CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS / ASBESTOS ABATEMENT LICENSING REQUIREMENTS / JOINT VENTURE - PARTNERSHIP DISCLOSURE

G.1 CCB REQUIREMENTS

(1) Offerors shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on Public Improvement Contract(s). FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION.

(2) All Subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Offerors SHALL provide their Construction Contractors Board (ORS 701.055) registration number below:

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.: _____

EXPIRATION DATE OF CCB NO.: _____

G.2 ASBESTOS ABATEMENT LICENSING REQUIREMENTS

An asbestos abatement license under ORS 468A.720 will not be required of the Contractor or its subcontractors.

G.3 JOINT VENTURE/PARTNERSHIP DISCLOSURE

The Offeror shall disclose whether the Offer is submitted by either a partnership or joint venture.

NO: _____ **YES:** _____

If yes, the Offeror shall provide the name of the contact person for the partnership or joint venturer.

Name: _____

SECTION H - SOLICITATION AMENDMENT ACKNOWLEDGEMENT

(1) City of Milwaukie reserves the right to make changes to the Invitation to Bid and the resulting Contract, by written Solicitation Amendment, prior to the closing time and date. Solicitation Amendment will be provided to all Contractors having requested and received these solicitation documents from the City of Milwaukie. The Owner is not responsible for an Offerors failure to receive notice of Solicitation Amendment if such are advertised in the foregoing manner. Solicitation Amendments shall only be issued by the Owner and upon issuance are incorporated into the Invitation to Bid or the resulting Contract. If required by the Solicitation Amendment, Bidders shall sign and return the Solicitation Amendment prior to the Closing time/date.

(2) By Offeror's signature in Section O it ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

(a) If any Solicitation Amendment are issued in connection with this ITB, Offeror has received and duly considered such Solicitation Amendment, and has completed the blanks below identifying all Solicitation Amendment issued, and acknowledging and agreeing to the terms of all such Solicitation Amendment as those terms revise the terms, conditions, Plans and Specifications of this ITB.

SOLICITATION AMENDMENT(s): Number _____ to _____ inclusive.

(b) IN ADDITION to completing the blanks above to identify all Solicitation Amendment(s), if any, issued under this ITB, Offeror shall sign and return any Solicitation Amendment that states that it must be signed and returned.

SECTION I – RESPONSIBILITY INQUIRY/ CONTRACTOR REFERENCES & ESB UTILIZATION

The City of Milwaukie reserves the right to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Offeror's responsibility to perform the Contract. Submission of a signed Offer shall constitute approval for the The City to obtain any information the City deems necessary to conduct the evaluation. The Owner shall notify the apparent successful Offeror, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in Offer rejection. The Owner may postpone the award of the Contract after announcement of the apparent successful Offeror in order to complete its investigation and evaluation. Failure of the apparent successful Offeror to demonstrate Responsibility, as required under OAR 125-249-0390, shall render the Offeror non-responsible and shall constitute grounds for Offer rejection, as required under OAR 125-249-0440.

1. OFFERORS INFORMATION

Business Name: _____

Owner(s) Name: _____

Business Address: _____

Telephone Number: _____ Fax No.: _____

Email Address: _____

2. OFFEROR REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Offeror shall provide a list of three different project references with their Offer that can be contacted regarding the quality of workmanship and service that the Offeror provided on projects of comparable size and scope. Offeror shall submit this information using the form provided in this section or may use their own form. The list of three different project references shall include the following information.

Project Reference #1

Name of Project: _____

Project Location: _____

Project Date: _____

Firm Name for Contact Person #1: _____

Name of Contact Person #1: _____

Telephone Number for Contact Person #1: _____

Fax number for Contact Person #1: _____

Firm Name for Contact Person #2: _____

Name of Contact Person #2: _____

Telephone Number for Contact Person #2: _____

Fax number for Contact Person #2: _____

Project Reference #2

Name of Project: _____

Project Location: _____

Project Date: _____

Firm Name for Contact Person #1: _____

Name of Contact Person #1: _____

Telephone Number for Contact Person #1: _____

Fax number for Contact Person #1: _____

Firm Name for Contact Person #2: _____

Name of Contact Person #2: _____

Telephone Number for Contact Person #2: _____

Fax number for Contact Person #2: _____

Project Reference #3

Name of Project: _____

Project Location: _____

Project Date: _____

Firm Name for Contact Person #1: _____

Name of Contact Person #1: _____

Telephone Number for Contact Person #1: _____

Fax number for Contact Person #1: _____

Firm Name for Contact Person #2: _____

Name of Contact Person #2: _____

Telephone Number for Contact Person #2: _____

Fax number for Contact Person #2: _____

3. SUBCONTRACTING TO EMERGING SMALL BUSINESS

Offeror will provide the company name(s) of any certified Emerging Small Business companies that they intend to utilize in the performance of this Contract.

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

SECTION J - RECYCLED PRODUCTS

Vendors shall use recyclable materials to the maximum extent economically feasible in the performance of the Contract Work set forth in this document. Recyclable material means any material that would otherwise be a useless, unwanted or discarded material except for the fact that the material still has useful physical or chemical properties after serving a specific purpose and can, therefore be reused or recycled.

I, the undersigned duly authorized representative of the Offeror, hereby affirm that Offeror will comply with the above recycled products provision.

SECTION K - RESIDENCY INFORMATION

OAR 125-249-0390 states "In determining the lowest responsive Bid, the Owner must add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides."

"Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the Bid, has a business address in this State, and has stated in the Bid whether the Bidder is a "resident Bidder".(OAR 125-246-0110)

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above. (OAR 125-246-0110)

a. Check one: Bidder is a () Resident Bidder
() Non-resident Bidder

b. If a Resident Bidder, enter your Oregon business address: _____

c. If a Non-resident Bidder, enter state of residency: _____

FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. The State shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

SECTION L - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature in Section O of this Contract, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

SECTION M - CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS

(1) Pursuant to OAR 125-249-0200, the Offeror certifies by its signature on these solicitation document forms that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

(a) A written employee drug testing policy, (b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and (c) Required testing of a Subject Employee when the Offeror has reasonable cause to believe the Subject Employee is under the influence of drugs.

(2) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

(3) If awarded a Public Improvement Contract as a result of this solicitation, Offeror agrees that at the time of Contract execution it shall represent and warrant to the Agency that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Public Improvement Contract. The Agency's performance obligation (which includes, without limitation, the Agency's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

(4) If awarded a Public Improvement Contract as a result of this solicitation, Offeror also agrees that at the time of Contract execution, and as a condition to Agency's performance obligation (which includes, without limitation, the Agency's obligation to make payment), it shall require each Subcontractor providing labor for the Project to:

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

SECTION N - CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature in Section O of this Contract, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws.

SECTION O - SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

(1) He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Solicitation Amendment, if any, issued.

(2) Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in this Bid document (including all listed attachments and Solicitation Amendment, if any, issued);

(3) The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.

(4) The Owner shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidders failure to comprehend all requirements of the ITB.

(5) The owner shall not be liable for any expenses incurred by Bidder in preparing and submitting its Offer or in participating in the Offer evaluation/selection process.

(6) The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates and payment of a fee to BOLI.

(7) The Offer was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.

(8) Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid (including all listed attachments and Solicitation Amendment, if any, issued);

(9) Bidder will furnish the designated item(s) and/or service(s) in accordance with the Bid Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and

(10) Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

(11) All affirmations and certifications contained in Sections J, K, L, M and N are true and correct.

Authorized Signature: _____ Title: _____

FEIN ID# or SSN# (required): _____

Contact Person (Type or Print): _____

Telephone Number: (____) _____

Fax Number: (____) _____

Exhibit 1 – Pricing Submittal Form, Bid/Tender Form

THE CITY OF MILWAUKIE
Public Safety Building Roof Replacement

City of Milwaukie
Milwaukie, Oregon

ITB Date: January 21, 2015, 2:30pm

TO:

City of Milwaukie
Attn: Gary Parkin, Public Works Director
6101 S.E. Johnson Creek Blvd.
Milwaukie, OR 97206

FROM:

Dear Sir,

Having carefully examined the Project specifications as well as the premises and conditions affecting the work, the Undersigned states he/she has the personnel and the means to complete the work and proposes to furnish all labor and materials and to perform all work required by and in strict accordance with the written specifications for the following sum:

Bibbers submit bid for all labor and material as identified in the following bid packages for the Modified Asphalt Built-up Roofing assemblies.

1.01 BID PACKAGES

A. BASE BID –Public Safety Building, 30 year NDL warranted Modified Asphalt Built-up Roof System. Refer to Scope of Work document and Mandatory Pre-bid conference/Bid Walk for details of particular bid package.

_____ DOLLARS (\$ _____)

B. UNIT COST – To upgrade insulation to a R-19 on Roof
Refer to Scope of Work document for details of particular bid package

_____ DOLLARS (\$ _____)

C. UNIT COST –Deck replacement on Co Roof

Refer to Scope of Work document for details of particular bid package

_____ DOLLARS (\$)) per sq/ft

1.02 TIME OF COMPLETION

The undersigned agrees, if awarded the contract, to substantially complete the Work of this contract by:

a) August 31, 2015.

b) Fully complete the work within thirty (30) days after the above dates.

1.03 CONTRACT & BONDS

Should the Undersigned be notified of the acceptance of this bid within 45 days after the time set for opening bids, he agrees to execute a contract for the above work, for a compensation computed from the above sums, and furnish certificate of insurance and performance, labor and material payment and maintenance bonds as required by the City of Milwaukie.

1.04 BID GUARANTEES

The Undersigned agrees that the check or bond accompanying this bid be left in escrow with the City of Milwaukie, that its amount or penal sum is the measure of damages which the City will sustain by the failure of the Undersigned to execute said agreement, certificate and bonds; and that if the Undersigned fails to deliver the said documents within 15 days after written notices of the award of the contract to him, then the check shall become the property of the City or the bid bond shall remain in full effect. But if this bid is not accepted within 45 days after the time set for opening bids, or if the Undersigned delivers said contract, certificate and bonds, then the check shall be returned to him or the bid bond shall become void.

1.05 CERTIFICATION LETTER

Bidder shall submit a letter with the bid form, from the roofing materials supplier certifying that the material supplier will supply daily on site inspections, that they are ISO 9000 certified, and that the bidder is an approved applicator of the specified roof system.

1.06 LEGAL STATUS OF BIDDER

(Signature of Bidder)_____

By_____ (Printed Name)

_____ (Title)

_____ (Legal name of person, firm or corporation)

_____ (Business Address)

_____ (Telephone Number)

State of Oregon Contractor's License No. _____

END OF SECTION

EXHIBIT 2

Bid Security Form

STANDARD PUBLIC IMPROVEMENT CONTRACT

BID BOND

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ 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 the City of Milwaukie ("Obligee") the sum of (\$ _____) _____ 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 for the project identified as: City of Milwaukie 2015 Roofing Projects 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 and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall 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 ____ day of _____, 20__.

PRINCIPAL: _____ **SURETY:** _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City

State

Zip

Phone

Fax

EXHIBIT 3

Performance Bond Form

STANDARD PUBLIC IMPROVEMENT CONTRACT

Bond No. _____

Solicitation _____

Project Name City of Milwaukie Public Safety Building Roof Replacement

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

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Milwaukie the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

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

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this 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 indemnify and save harmless the City of Milwaukie, and members thereof, its 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.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Milwaukie or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

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

Dated this ____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

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

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

Name

Signature

Address

City State Zip

Phone Fax

EXHIBIT 4

Payment Bond Form

STANDARD PUBLIC IMPROVEMENT CONTRACT

Bond No. _____
 Solicitation _____
 Project Name City of Milwaukie Public Safety Building Roof Replacement

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

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

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Milwaukie, and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation

Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to

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

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Milwaukie, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

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

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

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

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

Name

Signature

Address

City State Zip

Phone Fax



EXHIBIT 5

PUBLIC IMPROVEMENT CONTRACT WITH THE CITY OF MILWAUKIE, OREGON FOR PUBLIC SAFETY BUILDING ROOF REPLACEMENT

THIS CONTRACT, made and entered into this (Day) day of (Month), (Year), by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called "City" and (Full Name & Address of Firm or Individual) hereinafter called "Contractor", duly authorized to perform such services in Oregon.

RECITALS

WHEREAS, the City requires construction and related services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, time is of the essence in this contract and all work under this contract shall be completed within the time period stated in the Bid;

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. Services

Contractor's services under this Agreement shall consist of the following:

The replacement of the roof of the Public Safety Building in accordance with the invitation to bid packet.

2. Prevailing Wage

If the contract price exceeds \$50,000 and this Contract is not otherwise exempt, workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. The applicable prevailing wage rates may be accessed via the internet at: http://www.oregon.gov/BOLI/WHDPWR/pwr_book.shtml. Hard copies of the prevailing wage rates publication may be obtained by contacting the Oregon Bureau of Labor and Industries via telephone at: (971) 673-0839. If this Project is subject to the Davis-Bacon Act and the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the Project shall pay at least the state prevailing rate of wage as determined under ORS 279C.815.

The Contractor must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836 (4), (7), (8) or (9). The Contractor shall pay the applicable prevailing wage rates that are in effect at the time Owner enters into this Construction Contract with Contractor.

For contracts \$50,000 or greater, City shall pay a fee to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

Bureau of Labor and Industries
Wage and Hours Division
Prevailing Wage Unit
800 NE Oregon Street, # 32
Portland, Oregon 97232

3. Contract Documents

The Contractor is hereby bound to comply with all requirements of this agreement, the Contractor's proposal, the detailed specifications and requirements, the drawings, and the special conditions and modifications in conditions as set forth in the documents prepared by the City Engineer and the performance pertaining to this contract, in the City of Milwaukie, Oregon, and by this reference made a part hereof to the same legal force and effect as if set forth herein in full.

4. City's Representative

For purposes hereof, the City's authorized representative will be Willie Miller Facilities Maintenance Coordinator, 6101 SE Johnson Creek Blvd, Milwaukie, Oregon 97206, telephone 503-786-7621.

5. Contractor's Representative

For purpose hereof, the Contractor's authorized representative will be (Enter Representative's Name).

6. Contractor Identification

Contractor shall furnish to the City the Contractor's employer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as City deems applicable.

7. Compensation

A. Payments: City agrees to pay Contractor (Enter amount in written form) Dollars (\$Enter amount in numerical form) for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

Payment shall be based upon the unit prices bid by the Contractor, as listed in attached bid. Contractor shall prepare and submit each month to Willie Miller, Facilities Maintenance Coordinator, 6101 S.E. Johnson Creek Blvd., Milwaukie, OR 97206, a statement of services rendered, (indicating the description of each service used in the bid and the dollar amount of each service completed through the stated date), together with a request for payment duly verified by the Contractor's Representative.

Payment by the City shall release the City from any further obligation for payment to Contractor for services performed or expenses incurred as of the date of the statement of services. Payment of installments shall not be considered acceptance or approval of any work or waiver of any defects therein. City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

Contractor shall include proof of payment to any and all subcontractors and suppliers with each statement submitted to the City. The City shall retain the right to withhold payments if required proof of payment to subcontractor and suppliers is not included with a statement.

B. Timing of Payments and Liquidated Damages: Progress payments, less a five percent retainage as authorized by ORS 279C.555, shall be made to the Contractor within twenty (20) days of the City's receipt of the statement of services. The Contractor agrees that the "Time of Completion" is defined in the Bid, and agrees to complete the work by said date. The Contractor and City agree that the City will suffer damages each day the work remains uncompleted after the Time of Completion and that the amounts of those damages are difficult to calculate. Contractor and City agree that a reasonable amount of damages for late completion is \$ **N/A** per calendar day and Contractor agrees to pay such amounts as liquidated damages if the work is not completed by the Time of Completion. Contractor agrees that the liquidated damages specified herein are a fair way of ascertaining damages to the City and are not a penalty for late completion.

C. Final Payment: The Contractor shall notify the City in writing when the Contractor considers the project complete, and the City shall, within 15 days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the contract.

If accepted by the City, the remaining balance due to the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of said acceptance.

The City shall pay to the Contractor interest at the rate of one and one-half percent per month on the final payment due the Contractor, to commence 30 days after the work under the Contract has been completed and accepted and to run until the date when final payment is tendered to the Contractor. If the City does not, within 15 days after receiving written notice of completion, notify the Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

As a further condition of final acceptance, the City may require the Contractor to submit evidence, satisfactory to the City's Representative, that all payrolls, material bills, and other indebtedness connected with the project have been paid. If any indebtedness or liens are in dispute, the Contractor may submit a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts if such payment has not already been guaranteed by surety bond.

8. Status of Contractor as Independent Contractor

Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent Contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.
- B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- C. If this payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
- D. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- E. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- F. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

9. Subcontracts - Assignment & Delegation

Contractor shall submit a list of Subcontractors for approval by the City, and Contractor shall be fully responsible for the acts or omissions of any Subcontractors and of all persons employed by them, and neither the approval by City of any Subcontractor nor anything contained herein shall be deemed to create any contractual relation between the Subcontractor and City.

This agreement, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City and the Contractor respectively and their legal representatives. Contractor shall not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of City, and any assignment or delegation in violation hereof shall be void.

10. Contractor - Payment of Benefits - Hours of Work

A. The Contractor shall:

- 1) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the work provided for in this contract;
- 2) Pay all contributions or amounts due the Industrial Accident Fund under the Worker's Compensation Law from such Contractor or Subcontractor incurred in the performance of this contract;
- 3) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167; and
- 4) Not permit any lien or claim to be filed or prosecuted against the City of Milwaukie on account of any labor or material furnished;

B. The Contractor or the Contractor's Surety and every Subcontractor or the Subcontractor's Surety shall file certified statements with the City in writing on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of the Contractor or the Contractor's Surety or Subcontractor or the Subcontractor's Surety that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor's or Subcontractor's knowledge.

- 1) The certified statements shall set out accurately and completely the payroll records, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, and the gross wages the worker earned during each week identified in the certified statement.
- 2) Each certified statement required herein shall be delivered or mailed by the Contractor or Subcontractor to the City. A true copy of the certified statements shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries. Certified statements shall be submitted as set forth in OS 279C.845.

C. The Contractor agrees that if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this contract as such claim becomes due, the proper office of the City of Milwaukie may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of such contract. Payment of a claim in this manner shall not relieve the Contractor or the Contractor's Surety from obligation with respect to any unpaid claims.

D. Contractor agrees that no person shall be employed 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 when public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the workweek is five consecutive days, Monday through Friday, or ten (10) hours in any one day and or forty (40) hours in any one week when the workweek is four consecutive days, Monday through Friday and for all work performed on Saturday and on any legal holiday as specified in ORS 279C.540.

E. No City employee shall be required to work overtime or on a Saturday, Sunday or holiday in the fulfillment of this contract except where the Contractor agrees to reimburse the City in the amount of money paid the employee for such work as determined by state law, the City's personnel rules or union agreement. The Contractor shall require every Subcontractor to comply with this requirement.

11. Drug Testing Program

ORS 279C.505 requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. The Contractor demonstrates that a drug-testing program is in place by signing of the contract. The drug testing program will apply to all employees and will be maintained for the duration of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

12. Contractor's Employee Medical Payments

Contractor agrees to pay promptly as due, 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 Contractor's employees, of all sums which the Contractor agreed to pay for such services and all money and sums which the Contractor collected or deducted from employee wages pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

13. Salvage, Composting or Mulching

If this is a contract for demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this is a contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

14. Early Termination

- A. This agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:
 - 1) If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or
 - 2) If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.
- B. Payment of Contractor shall be as provided by ORS 279C.660 and shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against City under this Agreement.
- C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or City which accrued prior to such termination.

15. Cancellation with Cause

- A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
 - 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds,
 - 2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement,
 - 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed, or
 - 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
 - 5) If Contractor fails to maintain reasonable relations with the public. Verbal abuse, threats, or other inappropriate behavior towards members of the public constitutes grounds for termination.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- B.** City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:
- 1)** If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
 - 2)** If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (b), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

16. Access to Records

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

17. Work is Property of City

All work performed by Contractor under this Agreement shall be the property of the City.

18. Adherence to Law

- A.** Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements. Specifically but not by way of limitation, this contract is subject to all applicable provisions of ORS 279C.505, 279C.510, 279C. 515, 279C.520, 279C.525, 279C.530, 279C.540, 279C.570, 279C. 580, and 279C.800- 279C.870.
- B.** To the extent applicable, the Contractor represents that it will comply with Executive Order 11246 as amended, Executive Order 11141, Section 503 of the Vocational Rehabilitation Act of 1973 as amended and the Age Discrimination Act of 1975, and all rules and regulations issued pursuant to the Acts.
- C.** As provided by ORS 279C.525, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this contract are by reference incorporated herein to the same force and affect as if set forth herein in full. If the

Contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances or regulations occurring after the submission of the successful bid, the City shall issue a Change Order setting forth the additional work that must be undertaken. The Change Order shall not invalidate the Contract and there shall be, in addition to a reasonable extension, if necessary, of the contract

time, a reasonable adjustment in the contract price, if necessary, to compensate the Contractor for all costs and expenses incurred, including overhead and profits, as a result of the delay or additional work.

19. Changes

City may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for and adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change or the claim will not be allowed. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a Change Order is executed by the Authorized Representative of City, which expressly states that it constitutes a Change Order to this Contract. The issuance of information, advice, approvals, or instructions by City's Representative or other City personnel shall not constitute an authorized change pursuant to this section. Nothing contained in this section shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract, as changed.

20. Force Majeure

Neither City nor Contractor shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of Subcontractor or suppliers due to such cause; provided that the party so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under Contract.

21. Nonwaiver

The failure of the City to insist upon or enforce strict performance by Contractor of any of the terms of this contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

22. Warranties

All work shall be guaranteed by the Contractor for a period of one year after the date of final acceptance of the work by the Owner. Contractor warrants that all practices and procedures, workmanship, and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this contract.

23. Attorney's Fees

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the Court may adjudge reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

24. Governing Law

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Clackamas County or the U. S. District Court in Portland.

25. Conflict Between Terms

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

26. Indemnification

Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor’s work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the City and its employees. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

27. Insurance

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder.

The policy or policies of insurance maintained by the Contractor and its subcontractors shall provide at least the following limits and coverages:

- A. Commercial General Liability Insurance: Contractor and its subcontractors shall obtain, at contractor’s or subcontractor’s expense, and keep in effect during the term of this contract, Commercial General Liability Insurance including all Liability including all major divisions of coverage, including, but not limited to, Premises/Operations, Completed Operations, Independent Contractors’ Protective, Products-Completed Operations, Contractual Liability (including coverage for the Contractor’s indemnity obligations and other contractual indemnity obligations assumed by the Contractor), Personal Injury, and Broad Form Property

Damage (including coverage for Explosion, Collapse, and Underground Hazards). The following insurance will be carried:

Employer’s Liability Insurance

\$ 2,000,000.00 Each Occurrence

\$ 2,000,000.00 Disease Each Employee

\$ 2,000,000.00 Disease – Policy

Commercial General Liability insurance

\$ 2,000,000.00 Each Occurrence Limit

\$ 3,000,000.00 General Aggregate

\$ 3,000,000.00 Products/Completed Operations Aggregate

\$ 3,000,000.00 Personal and Advertising Injury

\$ 2,000,000.00 Limited Job Site Pollution Occurrence Sub-Limit

Comprehensive Automobile Liability Insurance including coverage for all owned, hired and non-owned vehicles

\$ 2,000,000.00 Each Occurrence Combined Single Limit

\$ 3,000,000.00 Aggregate Bodily Injury & Property Damage

or

\$ 2,000,000.00 Each Person Bodily Injury

\$ 2,000,000.00 Each Occurrence Bodily Injury

\$ 2,000,000.00 Each Occurrence Property Damage

\$ 2,000,000.00 Each Occurrence Pollution Occurrence Sub-Limit

“All risk” Builder's Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the contractor. Coverage shall include theft and damage to building interiors, exterior, in transit and offsite storage. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include Owner, the contractor and its sub-contractors as their interests may appear and may not be cancelled or terminated until such time as City's final acceptance of the project.

The policy shall be endorsed to have the General Aggregate apply to this Project Only.

- B. Additional Insured Provision: The City of Milwaukie, Oregon, its officers, directors, and employees shall be added as additional insureds with respect to this contract. All Liability Insurance policies will be endorsed to show this additional coverage.
- C. Insurance Carrier Rating: Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- D. Certificates of Insurance: As evidence of the insurance coverage required by the contract, the contractor shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

Certificates of Insurance should read “Insurance certificate pertaining to contract for the **City of Milwaukie Public Safety Building Roof Replacement**. The City of Milwaukie, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary” in the description portion of certificate.

- E. Primary Coverage Clarification: All parties to this contract hereby agree that the contractor's coverage will be primary in the event of a loss.
- F. Cross-Liability Clause: A cross-liability clause or separation of insureds clause will be included in general liability, policy.

Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Milwaukie
Attn: Finance
10722 SE Main Street
Milwaukie, Oregon 97222

Business Phone: 503-786-7555
Business Fax: 503-653-2444
Email Address: finance@milwaukieoregon.gov

Such policies or certificates must be delivered prior to commencement of the work. Ten days cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

28. Method and Place of Giving Notice, Submitting Bills and Making Payments

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by email. Notices, bills and payments sent by mail should be addressed as follows:

City of Milwaukie	(Contractor's Firm Name):
Attn: Accounts Payable	Attn: (insert contract manager's name)
10722 SE Main Street Milwaukie, Oregon 97222	Address: (insert contract manager's address)
Phone: 503-786-7523	Phone: (insert #)
Fax 503-786-7528	Fax: (insert #)
Email Address: finance@milwaukieoregon.gov	Email Address: (insert address)

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

29. Hazardous Materials

Contractor shall supply City with a list of any and all hazardous substances used in performance of this Agreement. That list shall identify the location of storage and use of all such hazardous substances and identify the amounts stored and used at each location. Contractor shall provide City with material safety data sheets for all hazardous substances brought onto City property, created on City property or delivered to City pursuant to this Agreement. For the purpose of this section, "hazardous substance" means hazardous substance as defined by ORS 453.307(5). Contractor shall complete the State Fire Marshall's hazardous substance survey as required by ORS 453.317 and shall assist City to complete any such survey that it may be required to complete because of substances used in the performance of this Agreement.

30. Hazardous Waste

If, as a result of performance of this Agreement, Contractor generates any hazardous wastes, Contractor shall be responsible for disposal of any such hazardous wastes in compliance with all applicable federal and state requirements. Contractors shall provide City with documentation, including all required manifests, demonstrating proper transportation and disposal of any such hazardous wastes. Contractor shall defend, indemnify, and hold harmless City for any disposal or storage of hazardous wastes generated pursuant to this Contract and any releases or discharges of hazardous materials.

31. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.

32. Complete Agreement

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its duly authorized undersigned officer, acting pursuant to authorization of the City Council, duly passed at the regular meeting held on the (Day) day of (Month), (Year), and the Contractor has executed this agreement on the date herein above first written.

CITY OF MILWAUKIE

CONTRACTOR

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

EXHIBIT 6

General Conditions for Public Improvement Contracts

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SECTION A

GENERAL PROVISIONS

A.1 DEFINITION OF TERMS

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

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

CHANGE ORDER, means a written order issued by the Owner's Authorized Representative to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.1 in administering the Contract, including Owner's written change directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.

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 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 Solicitation Document and addenda thereto, the State of Oregon Public Improvement Agreement Form, General Conditions, Supplemental General Conditions, if any, the accepted Offer, Plans, Specifications, amendments and Change Orders.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

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.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance; bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

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

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

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted to Owner in a suitable form.

OFFER, means a bid in connection with an invitation to bid and a proposal in connection with a request for proposals.

OFFEROR, means a bidder in connection with an invitation to bid and a proposer in connection with a request for proposals.

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), and expenses of Contractor's offices at the job site (e.g. job trailer) including expenses of personnel staffing the job site office.

OWNER, means the State of Oregon acting by and through the governmental entity identified in the Solicitation Document.

OWNER'S AUTHORIZED REPRESENTATIVE, means those individuals identified in writing by the Owner to act on behalf of the Owner for this project. Owner may elect, by written notice to Contractor, to delegate certain duties of the Owner's Authorized Representative to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

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

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

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

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

SOLICITATION DOCUMENT, means an invitation to bid or request for proposal or request for quotes.

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

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor, 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 of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.4.2.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owner's Authorized Representative is final.

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

WORK, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

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

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

- A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:
1. Contract amendments and Change Orders, with those of later date having precedence over those of an earlier date;
 2. The Supplemental General Conditions;
 3. The State of Oregon Public Improvement Agreement Form;
 4. The General Conditions
 5. The Plans and Specifications
 6. The Solicitation Document and any addenda thereto;
 7. The accepted Offer.
- A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.
- A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or Owner's Authorized Representative. Matters concerning performance under and interpretation of requirements of, the Contract Documents will be decided by the Owner's Authorized Representative, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner's Authorized Representative (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner's Authorized Representative (or Architect/Engineer) will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative (or Architect/Engineer).
- A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner's Authorized Representative, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules and regulations.
- A.4.4 If the Contractor believes that additional cost or Contract Time is involved because of clarifications or instructions issued by the Owner's Authorized Representative (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner's Authorized Representative 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.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this 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.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

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

A.7 GOVERNMENT EMPLOYMENT STATUS

- A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.
- A.7.2 Contractor represents and warrants that Contractor is not an employee of the State of Oregon for purposes of performing Work under this Contract.

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

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

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

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.
- B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

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

B.4 PERMITS

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

B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS

- B.5.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: 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 the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.
- B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and
- (a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110).
 - (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
- B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.
- B.5.4 Failure to comply with any or all of the requirements of B.5.1 through B.5.3 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.6 SUPERINTENDENCE

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

B.7 INSPECTION

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

B.8 SEVERABILITY

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

B.9 ACCESS TO RECORDS

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

B.10 WAIVER

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

B.11 SUBCONTRACTS AND ASSIGNMENT

- B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.
- B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.
- B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be

considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.12 SUCCESSORS IN INTEREST

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

B.13 OWNER'S RIGHT TO DO WORK

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

B.14 OTHER CONTRACTS

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

B.15 GOVERNING LAW

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

B.16 LITIGATION

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

B.17 ALLOWANCES

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

B.17.2 Unless otherwise provided in the Contract Documents:

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

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

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

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

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

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

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

B.19 SUBSTITUTIONS

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

B.20 USE OF PLANS AND SPECIFICATIONS

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

B.21 FUNDS AVAILABLE AND AUTHORIZED

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

B.22 NO THIRD PARTY BENEFICIARIES

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

SECTION C WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to the Contract Documents. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS; ADDITIONAL RETAINAGE

C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's best knowledge and belief. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.

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

C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works 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 public works 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 Pursuant to ORS 279C.825 and in accordance with administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the Contractor must pay a fee to the Bureau of Labor and Industries equaling 1/10 of 1% of the Contract price, however, the fee shall not be less than \$100 nor more than \$5,000, regardless of the Contract price. The fee shall be paid on or before the first progress payment or sixty (60) Days from the date Work first began on the Contract, whichever come first. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Unit
800 N.E. Oregon Street, #32
Portland, Oregon 97232

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

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

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

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

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

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

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

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

(1) A written employee drug testing policy,

(2) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and

(3) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the project job site.

(b) Contractor shall require each Subcontractor providing labor for the project to:

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

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

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

C.3.2.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) Days after receipt of payment from Owner or a contractor, the contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-Day period that payment is due under ORS 279C.580(3) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-Day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) Days after the date when payment was received from Owner or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.

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

C.3.3 Pursuant to ORS 279C.580, Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

- (a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by Owner under the Contract;
- (b) An interest penalty clause that obligates the Contractor if payment is not made within thirty (30) Days after receipt of payment from Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to paragraph (a) of this subsection. Contractor or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and shall be computed at the rate specified in ORS 279C.515(2).
- (c) A clause which requires each of Contractor's Subcontractor's to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of subsections (a) and (b), above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

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

C.5 HOURS OF LABOR

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

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

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

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

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

SECTION D
CHANGES IN THE WORK

D.1 CHANGES IN WORK

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

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

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

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

Adjustments in compensation shall be made under the provisions of D.1.3, in which costs for deductive changes shall be based upon 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 Change Order Work shall be administered and compensated according to the following:

- (a) *Unit pricing* may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional Work.
- (b) If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, *fixed pricing* may be used for Change Order Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. The mark-ups set forth in D.1.3(c) shall be utilized by the parties as a guide in establishing fixed pricing, and will not be exceeded by Owner without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) In the event that unit pricing and fixed pricing are not utilized, then Change Order Work shall be performed on a *cost reimbursement* basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor's or Subcontractor's own forces:

On Labor.....	15%
On Equipment.....	10%
On Materials.....	10%

When Change Order Work under D.1.3(c) is invoiced by an authorized Subcontractor at any level, each ascending tier Subcontractor or Contractor will be allowed a supplemental mark-up on each piece of subcontract Work covered by such Change Order as follows:

\$0.00 - \$5,000.00	10%, and then
Over \$5,000.00	5%

Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for Change Order Work. Owner may establish a maximum cost for Change

Order Work under this Section D.1.3(c), which shall not be exceeded for reimbursement without additional written authorization from Owner. Contractor shall not be required to complete such Change Order Work without additional authorization.

- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Owner's Authorized Representative authorizes Contractor to start the Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of the Change Order. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) day time limit, Contractor's requests pertaining to that Change Order are barred. The thirty (30) 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's Authorized Representative 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 Change Order Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of, any other part of the Work under this Contract, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of the Change Order by Contractor.

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

If the Owner's Authorized Representative denies the Contractor's request for additional compensation or an extension of 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 extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Contractor agrees to submit its final payment application within ninety (90) days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be waived.
- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes may be required and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

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

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

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

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

- (a) Caused by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner's Authorized Representative immediately of differing site conditions before the area has been disturbed. The Owner's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from

either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section D.1.5 for Change Order Work. If the Owner's Authorized Representative disagrees that a differing 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.

- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:
 - (i) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
 - (ii) daily rainfall equal to, or greater than, 0.75 inch at any time.

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

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

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

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

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

D.3 CLAIMS REVIEW PROCESS

- D.3.1 All Contractor Claims shall be referred to the Owner's Authorized Representative for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by Contractor to the Owner's Authorized Representative within five (5) Days after 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 General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner's Authorized Representative, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived.
- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.
- D.3.3 The Owner's Authorized Representative will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its requests for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

D.3.6 The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with Owner's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

D.3.7 Unless otherwise directed by Owner's Authorized Representative, Contractor shall proceed with the Work while any Claim of Contractor is pending, including a Claim for additional compensation or additional Contract Time resulting from Change Order Work. Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

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

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence thirty (30) Days after the receipt of invoice ("application for payment") from the Contractor or fifteen (15) Days after the payment is approved by the Owner's Authorized Representative, whichever is the earlier date. The rate of interest shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) Days after receipt of the application for payment from the Contractor or fifteen (15) Days after the payment is approved by the Owner, whichever is the earlier date, but the rate of interest shall not exceed thirty (30) percent. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Accrual of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

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

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

Signed: _____"

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

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.

- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for materials only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be borne solely by the Contractor.
 - (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material stored.
 - (g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
- (h) All required documentation must be submitted with the respective application for payment.

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

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Owner and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Owner or another contractor;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

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

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included even though the Contract Price has not yet been adjusted by Change Order;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and
- (d) Subtract any amounts for which the Owner's Authorized Representative has withheld or nullified payment as provided in the Contract Documents.

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

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

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

E.3 PAYROLL CERTIFICATION REQUIREMENT

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

E.4 DUAL PAYMENT SOURCES

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

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, Contractor may request in writing:

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

Where the Owner has accepted the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request for option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required 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 one and one-half percent per month on the final payment due Contractor, interest to commence thirty (30) Days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within fifteen (15) Days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) Days after the end of the 15-Day period.

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

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

E.5.2 As provided in subsections C.2.2 and C.2.3, additional retainage in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by section C.2.1.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the Work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and as to the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K. 3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner's Authorized Representative (1) a notarized affidavit/release of liens and claims in a form satisfactory to Owner that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

SECTION F
JOB SITE CONDITIONS

F.1 USE OF PREMISES

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

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

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

F.3 CUTTING AND PATCHING

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

F.4 CLEANING UP

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

F.5 ENVIRONMENTAL CONTAMINATION

- F.5.1 Contractor will be held responsible for and shall indemnify, defend (with counsel of Owner's choice) and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of these General Conditions, and Contractor shall take no action that would void or impair such coverages
- F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.
- F.5.1.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

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

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

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

F.6 ENVIRONMENTAL CLEAN-UP

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

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

F.7 FORCE MAJEURE

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

**SECTION G
INDEMNITY, BONDING, AND INSURANCE**

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

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

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

- (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1.2,
- (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects,
- (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract,

(d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and

(e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

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

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

G.2.1 When the Contract Price is \$100,000 or more (or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects) the Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond in a sum equal to the Contract Price, and a separate payment bond also in a sum equal to the Contract Price. The bonds may be required if the Contract Price is less than the above thresholds, if required by the Contract Documents.

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

G.2.3 Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, 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 the Subcontractor to start Work.

G.3 INSURANCE

G.3.1 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.3.3 Builder's Risk Insurance:

G.3.3.1 Builder's Risk: During the term of this Contract, for new construction the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

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

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

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

G.3.4 Liability Insurance:

As Noted in Exhibit 5 – Sample Agreement Form. Note the coverage limits which are a City requirement that will not be adjusted.

G.3.4.1 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months or the maximum time period available in the marketplace if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the final acceptance of Work or services and related warranty (if any).

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

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

H.2 SCHEDULE

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

H.3 PARTIAL OCCUPANCY OR USE

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

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

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

I.2 WARRANTY WORK

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of substantial completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent.
- The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, without affecting Contractor's obligations, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within thirty (30) Days after demand.
- I.2.2 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.

- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be 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 and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to the following causes:
- (a) Failure of the Contractor to correct unsafe conditions;
 - (b) Failure of the Contractor to carry out any provision of the Contract;
 - (c) Failure of the Contractor to carry out orders;
 - (d) Conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;
 - (e) Time required to investigate differing site conditions;
 - (f) Any reason considered to be in the public interest.
- J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension and shall notify Contractor and its surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

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

J.3 COMPENSATION FOR SUSPENSION

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

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

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

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

J.5 TERMINATION FOR CONVENIENCE

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.

J.5.2 The Owner will provide the Contractor with seven (7) Days' prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

J.6 ACTION UPON TERMINATION

J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed by the Owner, Contractor shall upon termination transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

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

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O & M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets of O & M Manuals to the Owner's Authorized Representative.

K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS

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

K.4 COMPLETION NOTICES

K.4.1 Contractor shall provide Owner notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the punchlist accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the Owner's Authorized Representative with submission of the request for the Substantial Completion notice.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice.

The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

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

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up which was performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above.

K.8 CERTIFICATE OF OCCUPANCY

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

K.9 OTHER CONTRACTOR RESPONSIBILITIES

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

K.10 SURVIVAL

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

**SECTION L
LEGAL RELATIONS & RESPONSIBILITIES**

L.1 LAWS TO BE OBSERVED

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

L.2 FEDERAL AGENCIES

- Agriculture, Department of
- Forest Service
- Soil Conservation Service
- Coast Guard
- Defense, Department of
- Army Corps of Engineers
- Energy, Department of
- Federal Energy Regulatory Commission
- Environmental Protection Agency
- Health and Human Services, Department of
- Housing and Urban Development, Department of
- Solar Energy and Energy Conservation Bank
- Interior, Department of
- Bureau of Land Management
- Bureau of Indian Affairs
- Bureau of Mines

Bureau of Reclamation
Geological Survey
Minerals Management Service
U.S. Fish and Wildlife Service
Labor, Department of
Mine Safety and Health Administration
Occupation Safety and Health Administration
Transportation, Department of
Federal Highway Administration
Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of
Agriculture, Department of
Soil and Water Conservation Commission
Columbia River Gorge Commission
Energy, Department of
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Human Resources, Department of
Consumer and Business Services, Department of
Land Conservation and Development Commission
Parks and Recreation, Department of
State Lands, Division of
Water Resources Department of

L.4 LOCAL AGENCIES

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

EXHIBIT 7

Supplemental General Conditions

Not Used

EXHIBIT 8 SUBMITTALS

SECTION 01300

SUBMITTALS

For

CITY OF MILWAUKIE

PUBLIC SAFETY BUILDING ROOF REPLACEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections apply to work of this section.

B. Related Sections:

1. Notice to Bidders
2. Instructions to Bidders

1.2 SUBMITTAL PROCEDURES

A. Coordination of submittals

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
2. Verify that each item and the submittal for it conform in ALL respects with the specified requirements.
3. By affixing the Contractor's signature or approval stamp to each submittal, he/she certifies that this coordination has been performed.

B. Substitutions

1. The Contract is based on the standards of quality established in the Contract Documents. Use of any materials or methods other than those specified will require the proper submittal information outlined in paragraph 1.3 of this section. These submittals must be received a minimum of ten (10) days prior to the bid opening and be pre-approved in written addenda before bids are accepted by the building owner.
2. The following products do not require further approval except for interface within the work:
 - a. Minor products specified by reference to standard specification such as ASTM and similar standards.
3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved by addenda for this Work by the Owner prior to receipt of bids.
4. Building owner reserves the right to final authority on acceptance or rejection of any substitute.
5. Request for substitutions will be accepted from prime bidders only. Requests for substitutions from parties not bidding on the project as a primary contractor will not be considered.

- C. "Or Equal".
1. The specified materials are named and denote the kind and quality required, whether or not the words "or approved equal" are used. These materials shall serve as standards and all proposals shall be based upon the same.
 2. Where the phrase "or equal," or "or equal as approved by the Owner," occurs in the Contract Documents. The material method must be so approved for this Work by the Owner prior to receipt of bids.
 3. The decision of the Owner shall be final.

1.3 SUBMITTAL DOCUMENTS

- A. All proposed material substitutions must submit the following documentation with their submittals **seven (7) days** prior to the bid due date and must have an Oregon State Engineering stamp stating that purposed substitutions meet or exceed physical properties of the specified roofing system.
1. A list of (3) jobs of similar size where the proposed alternate materials have been used, under similar conditions as specified.
 2. **Accredited testing laboratory certificate verifying physical performance attributes of materials meet specifications according to Section 07550.**
 3. **Copy of roofing supplier's warranty which meets all requirements of the specified warranty according to Section 01740.**
 4. Product samples of the smallest standard packaged size of any adhesive, coating, mastic, sealant, or ply sheet.
 5. Individual product identification, including manufacturer's literature and MSDS sheets.
 6. Letter from the material supplier signed by a corporate officer, on company stationary, confirming that all bidding documents have been approved, that the site has been inspected and meets the requirements for suitability, and that the specified warranty shall be provided upon satisfactory completion of the project.
 7. Material supplier providing the roofing warranty shall be ISO 9001 Certified, and must submit a copy of their ISO 9001 Certificate of Registration.
 8. Verify material supplier is a financially stable organization with the ability to protect the building Owner from both product liability and warranty claims relating to roofing that might arise during the course of the warranty period. It is the intent of the building Owner to establish requirements that will protect him/her, be fair to all suppliers and ensure that requirements are in line with the exposure of the supplier.
 9. Provide the address, size (square footage), and number manufacturing employees, and number of years the "plant" has been owned or leased.
 10. In addition, any proposed substitute materials or methods must also be accompanied by the following documentation:
 - a. A detailed analysis of the roofs being bid on.
 - b. A complete specification of the proposed substitute. If, after review, the substitute is found to be acceptable, copies will be provided to each bidder who has picked up the original specification by written addenda.
 - c. Written explanation of why substitutions should be considered is required.

11. **Provide corporate financial statements showing the company's current financial status. A required asset to liability ratio of 2:1 is required by the warranting roofing manufacturer.**
12. Manufacturer's inspection reports:
 - a. **Weekly** reports to owner from full time material manufacturer's employee. The reports will include pictures of the days progress made by the contractor and a detailed written report as to the work performed that day.
 - b. Roofing manufacturer's inspector must have a minimum of 3 years experience with said roofing manufacturer and be an employee of the manufacturer warranting the roof system. A signed affidavit should be submitted as to the hire date of said employee of roofing manufacturer.
 - c. The roofing manufacturer will provide an annual inspection of the roof system with a detailed report outlining the inspection. The report will notify the owner of any routine housekeeping such as cleaning of the drains, storm damage, etc.
13. **Certification that the roof system meets or exceeds all necessary wind uplift calculations as performed by the roof system manufacturer's engineer's to meet ASCE 7-02. ASCE 7-02 wind uplift parameters are to be in accordance with Section 07220.**

1.4 BID DOCUMENTS

- A. Bid and Proposal Form shall contain quotes to be identified "BASE BID" for the specified materials and manufacturer. Quotes for approved substitutions or specified alternates shall be identified "FROM BASE BID" for installation.
- B. Each bid shall be accompanied by a bid guarantee of 100% of the bid amount. The bid guarantee may be in the form of a bond or certified check, cashiers check, or letter of credit.
- C. Certificate of insurance with limits specified.
- D. Evidence of experience as specified.

END OF SECTION

ATTACHMENT A

BOLI Prevailing Wage Rates

BOLI Prevailing wage rates applicable to this project are as follows:
(Region 2: Clackamas County. Rates effective for projects first advertised after July 1, 2014.

	<u>Prevailing Wage Rate</u>	<u>Fringe Rate</u>
*Roofers	\$28.03	\$12.76

*All BOLI rate must be confirm by contractor.

ATTACHMENT B

Roofing Specifications

- 1) 01500 Pre-Approval Submittal**
- 2) 07550 Asphalt Built-up Modified Roofing System**
- 3) 07565 Preparation for Re-Roofing**
- 4) 07220 Roof Deck and Insulation**
- 5) 06100 Rough Carpentry**
- 6) 07200 Sheet Metal Flashing and Trim**

SECTION 01500

MATERIAL SUPPLIER PRE-APPROVAL SUBMITTAL
for
THE CITY OF MILWAUKIE
PUBLIC SAFETY BUILDING ROOF REPLACEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections apply to work of this section.
- B. Related Sections:
 - 1. Notice to Bidders
 - 2. Instructions to Bidders

1.2 SUBMITTAL PROCEDURES

- A. Coordination of submittals
 - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conform in ALL respects with the specified requirements.
 - 3. By affixing the Contractor's signature or approval stamp to each submittal, he/she certifies that this coordination has been performed.

1.3 SUBSTITUTION REQUEST SUBMITTAL DOCUMENTS

- A. All proposed material for pre-approval must be submitted following documentation with their submittals **seven (7) days** prior to the bid due date and must be signed and sealed by an Oregon State Licensed professional engineer, stating that products meet or exceed physical properties of the specified roofing system.
 - 1. Accredited testing laboratory certificate verifying physical performance attributes of materials meet specifications according to Section 07550.
 - 2. Copy of roofing one supplier's warranty for both modified and standing seam which meets all requirements of the specified warranty according to Section 01740.
 - 3. Product samples of the smallest standard packaged size of any adhesive, coating, mastic, sealant, or ply sheet.
 - 4. Individual product identification, including manufacturer's literature and MSDS sheets.
 - 5. Letter from the material supplier signed by a corporate officer, on company stationary, confirming that all bidding documents have been approved, that the site has been inspected and meets the requirements for suitability, and that the specified warranty shall be provided upon satisfactory completion of the project.
 - 6. Material supplier providing the roofing warranty shall be ISO 9001 Certified, and must submit a copy of their ISO 9001 Certificate of Registration.
 - 7. Verify material supplier is a financially stable organization with the ability to protect the building Owner from both product liability and warranty claims relating to roofing that might arise during

the course of the warranty period. It is the intent of the building Owner to establish requirements that will protect him/her, be fair to all suppliers and ensure that requirements are in line with the exposure of the supplier.

8. Provide the address, size (square footage), and number manufacturing employees, and number of years the "plant" has been owned or leased.
9. In addition, any proposed for pre-approved materials or methods must also be accompanied by the following documentation:
 - a. A detailed analysis of the roofs being bid on.
 - b. A complete specification of the proposed roofing system and materials. If, after review, the system is found to be acceptable, copies will be provided to each bidder who has picked up the original specification by written addenda.
10. Manufacturer's inspection reports:
 - a. Weekly reports to owner from full time material manufacturer's employee. The reports will include pictures of the days progress made by the contractor and a detailed written report as to the work performed that day.
 - b. Roofing manufacturer's inspector must have a minimum of 3 years experience with said roofing manufacturer and be an employee of the manufacturer warranting the roof system. A signed affidavit should be submitted as to the hire date of said employee of roofing manufacturer.
 - c. The roofing manufacturer will provide an annual inspection of the roof system with a detailed report outlining the inspection. The report will notify the owner of any routine housekeeping such as cleaning of the drains, storm damage, etc.
11. Certification that the roof system meets or exceeds all necessary wind uplift calculations as performed by the roof system manufacturer's engineer's to meet ASCE 7-05. ASCE 7-05 wind uplift parameters are to be in accordance with Section 07220.
12. Material Manufacture can not have paid fines in excess of 5 million dollars to any public agency, including the federal government for unecthical business practises.

1.4 BID DOCUMENTS

- A. Bid and Proposal Form shall contain quotes to be identified "BASE BID" for the pre-approved materials and manufacturer.
- B. Each bid shall be accompanied by a bid guarantee of 100% of the bid amount. The bid guarantee may be in the form of a bond or certified check, cashiers check, or letter of credit.
- C. Certificate of insurance with limits specified.
- D. Evidence of experience as specified.

END OF SECTION

SECTION 07550

MODIFIED BITUMINOUS MEMBRANE ROOFING for THE CITY OF MILWAUKIE PUBLIC SAFETY BUILDING ROOF REPLACEMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Provide all labor, equipment, and materials to remove the existing roofing down to the roof deck and disposed of materials in a legally designated landfill. Correct any damaged decking. Over the properly prepared substrate mechanically attach one layer of 1/2" recovery board insulation. After which install one ply of type II modified base sheet in hot asphalt, followed by a modified SBS/SIS (Styrene Butadiene Styrene/ Styrene Isoprene Styrene) with the use of recycled tire rubber content, with steel flashing assembly set in hot asphalt. The manufacture of the roofing material must warranty the entire roof assembly including all the steel flashing and counterflashing for a minimum of 30 (thirty years). Optional R-19 insulation package.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals
- B. Section 07565 - Preparation for Re roofing.
- C. Section 07220 - Roof and Deck Insulation.
- D. Section 07620 - Flashing and Sheet Metal.
- E. Section 06100 - Rough Carpentry: Wood blocking and nails.

1.3 REFERENCES

- A. American Society of Civil Engineers (ASCE):
 - 1. ASCE 7-02, Minimum Design Loads for Buildings and Other Structures.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM D41, Specification for Asphalt Primer Used in Roofing, Dampproofing and Waterproofing.
 - 2. ASTM D312, Specification for Asphalt Used in Roofing.
 - 3. ASTM D451, Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
 - 4. ASTM D1079, Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
 - 5. ASTM D1227, Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.
 - 6. ASTM D1863, Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
 - 7. ASTM D2178, Specification for Asphalt Glass Felt Used as a Protective Coating for Roofing.
 - 8. ASTM D2822, Specification for Asphalt Roof Cement.
 - 9. ASTM D2824, Specification for Aluminum-Pigmented Asphalt Roof Coating.
 - 10. ASTM D4601, Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.
 - 11. ASTM D5147, Test Method for Sampling and Testing Modified Bituminous Sheet Materials.

12. ASTM D6162, Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
13. ASTM D6163, Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
14. ASTM E108, Test Methods for Fire Test of Roof Coverings.

C. Factory Mutual Research (FM):

1. Roof Assembly Classifications.

D. National Roofing Contractors Association (NRCA):

1. Roofing and Waterproofing Manual.

E. Underwriters Laboratories, Inc. (UL):

1. Fire Hazard Classifications.

F. Warnock Hersey (WH):

1. Fire Hazard Classifications.

1.4 SYSTEM DESCRIPTION

- A. It is the intent of this specification to install a long-term, quality roof system that meets or exceeds all current NRCA guidelines as stated in the most recent edition of the NRCA Roofing and Waterproofing Manual. Please discuss any concerns with the Architect and Roofing System Manufacturer.

1.5 SUBMITTALS

- A. Any material submitted as equal to the specified material must be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the State or Province in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
- B. Submit under provisions of Section [01300].
- C. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.
- D. Samples: Submit [two (2)] samples of each product specified.
- E. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required for installing the membrane.
- F. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class [A] for external fire and meets local or nationally recognized building codes.
- G. Manufacturer's Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements of FM [1-90].
- H. Manufacturer's Certificate: Certify that the roof system furnished [is approved by] [is accepted by] Factory Mutual Approval Standard 4470.
- I. Manufacturer's Certificate: Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

- J. Manufacturer's Certificate: Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate.
- K. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147.
- L. Written certification from the roofing system manufacturer certifying the applicator is currently authorized for the installation of the specified roof system.
- N. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7-02, Method 2 for Components and Cladding, sealed by a registered professional engineer employed by the system manufacturer as a full-time staff engineer. In no case shall the design loads be taken to be less than those detailed in article 1.14 of this specification.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum 20 years documented experience and have ISO 9001 certification.
- B. Installer: Company specializing in modified bituminous roofing installation with a minimum [5] years experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.
- C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work and at any time roofing work is in progress. Maintain proper supervision of workmen. Maintain a copy of the specifications in the possession of the Supervisor/Foremen and on the roof at all times.
- D. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner has the right to hire a qualified contractor and backcharge the original contractor.
- E. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.7 PRE-INSTALLATION CONFERENCE

- A. Pre-Roofing Conference: Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of modified bituminous roofing system installation and associated work.
- B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing which must precede or follow roofing work (including mechanical work if any), Architect, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, testing agencies and governing authorities.
- C. Objectives of conference to include:
 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 4. Review roofing system requirements (drawings, specifications and other contract documents).
 5. Review required submittals both completed and yet to be completed.
 6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 7. Review required inspection, testing, certifying and material usage accounting procedures.

8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).
9. Record discussion of conference including decisions and agreements (or disagreements) reached and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
10. Review notification procedures for weather or non-working days.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store and handle roofing sheets in a dry, well-ventilated, weather-tight place to ensure no possibility of significant moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).
- C. Do not leave unused materials on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.
- D. It is the responsibility of the contractor to secure all material and equipment on the job site. If any material or equipment is stored on the roof, the contractor must make sure that the integrity of the deck is not compromised at any time. Damage to the deck caused by the contractor will be the sole responsibility of the contractor and will be repaired or replaced at his expense.

1.9 MANUFACTURER'S INSPECTIONS

- A. When the project is in progress, the roofing system manufacturer will provide the following:
 1. Keep the Owner informed as to the progress and quality of the work as observed.
 2. Provide periodic job site inspections.
 3. Report to the Architect in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
 4. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.
 5. Provide the Engineer of Record for this roofing project with a written statement that they will provide a site inspection every <2> days that confirms that the project is being constructed as specified, by an experienced, full time employee of the company.

1.10 PROJECT CONDITIONS

- A. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.
- D. All slopes of greater than 1-1/2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral shank one (1) inch cap nails, or screws and plates at a rate of one (1) fastener per ply (including the modified membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and four (4) ft o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 1 1/2:12, install all plies parallel to the slope (strapping) to facilitate back nailing. Install four (4) additional fasteners at the upper edge of the modified bitumen sheet when strapping the plies.

1.11 SEQUENCING AND SCHEDULING

- A. Sequence installation of modified bituminous sheet roofing with related units of work specified in other sections to ensure that roof assemblies including roof accessories, flashing, trim and joint sealers are protected against damage from effects of weather, corrosion and adjacent construction activity.
- B. Fully complete all modified bituminous membrane roofing field assembly work each day. Phased construction will not be accepted.

1.12 WARRANTY

- A. Upon completion of installation, and acceptance by the Owner and, the manufacturer will supply to the Owner with a 30 year leak free warranty.
- B. Installer will submit a minimum of a [two (2)]-year warranty to the membrane manufacturer with a copy directly to Owner.
- C. The roofing materials manufacturer shall give City of Milwaukie a Thirty (30) year warrant against failure due to defective materials and workmanship. This warranty shall be supplied at no extra charge to the City. Prior to installation of surface, obtain approval from manufacturer as to work completed.

1.13 PRODUCT OPTIONS AND SUBSTITUTIONS

- A. Alternate Manufacturers: The following manufacturer criteria must be submitted. Alternate systems will not be considered for approval unless each of these items has been submitted for review at least 10 business days prior to bid opening:
 - 1. Submit each item listed in article 1.5 (A through E) for evaluation of the proposed system.
 - 2. Tests shall have been made for identical systems within the ranges of specified performance criteria.
 - 3. Empirical calculations for roof performance shall only be acceptable for positive loads.
 - 4. A list of a minimum of five (5) jobs where the proposed alternate material was used under similar conditions. The reference list shall include date of project, size of project, project address, and telephone number of architect/owner contact.
 - 5. A financial statement demonstrating a minimum of a 3:1 ratio of assets to liabilities.
 - 6. A written statement from the manufacturer stating that they will provide the building owner with a daily site inspection for a minimum of one (1) hour per day by an experienced, full time employee of the company.
 - 7. A written statement from a corporate officer of the manufacturing company stating that he or she has reviewed the specifications and confirms that the proposed system meets or exceeds all performance requirements listed as well as meets the panel size, gauge, weight, clip design, sealant design, uplift pressures and height of the vertical seam.
 - 8. A copy of manufacturer's 30 year warranty. Warranty must include coverage for all trim, flashing, and penetrations associated with this roof, no ice and snow limitation.
 - 9. Proof that the manufacturer has been in business for a minimum number of years equal to the warranty period required for this project.

1.14 QUALITY ASSURANCE

- A. All systems submitted to meet the specified material must be accompanied by a copy of manufacturer's standard specification section. That specification and section and shop drawings shall be signed and sealed by a professional engineer licensed in the state of Oregon. Roof system requests containing specifications without licensed engineer certification *shall* be considered non responsive and rejected. Stamped specifications must be included with the bid for all systems to be considered/approved by the owner.

1. Engage an experienced modified roofing contractor (erector) to install standing seam system who has a minimum of three (3) years experience specializing in the installation of structural standing seam metal roof systems.
2. Contractor must be certified by manufacturer specified as supplier of modified built-up roofing system and obtain written certification from manufacturer that installer is approved for installation of specified system, contractor must supply owner with a copy of this certification.
3. Successful contractor is required to maintain a full-time supervisor/foreman who is on the job-site at all times during installation of new roof system. Foreman must have a minimum of five (5) years experience with the installation of system similar to that specified.
4. If required, fabricator/installer shall submit work experience and evidence of adequate financial responsibility. The Owners Representative reserves the right to inspect fabrication facilities in determining qualifications.
5. Design and Test Reports: Provide certified test reports from an independent testing laboratory. Each of the following test reports must be submitted.
 - a. Independent laboratory testing report for system design load.
 - b. Professional engineer's documentation that system incorporates sufficient allowance for stress and movement.
 - c. A letter from an officer of the manufacturing company certifying that the materials furnished for this project are the same as represented in tests and supporting data.
 - d. ASTM E-108 or similar evidence of Class a Fire Resistance
 - e. Signed letter from an officer of the roofing manufacturer stating that they are in agreement to the rules and conditions set in the warranty requirements found in section 07430

1.15 DESIGN AND PERFORMANCE CRITERIA

A. Uniform Wind Uplift Load Capacity Gym Area

1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Attachment shall be installed exactly as given in article 3.3 G.
 - a. *Design Code: ASCE 7-02, Method 2 for Components and Cladding.*
 - b. *Category III Building with an Importance Factor of 1.15,*
 - c. *Wind Speed: 90 mph*
 - d. *Ultimate Pullout Value: 195pounds per each of the fasteners*
 - e. *Exposure Category: c*
 - f. *Design Roof Height: 20feet.*
 - g. *Minimum Building Width: 100 feet.*
 - h. *Roof Pitch: 0 to 1½" inch per foot.*
 - i. *Topographic Factor: 1.00*

<u>Roof Area</u>	<u>Design Uplift Pressure:</u>
Zone 1 - Field of roof	31.9 psf
Zone 2 - Eaves<, ridges, hips,> and rakes	36.8 psf
Zone 3 - Corners	49.3 psf

B. Uniform Wind Uplift Load Capacity Gym Area

1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Attachment shall be installed exactly as given in article 3.3 G.
 - a. Design Code: ASCE 7-02, Method 2 for Components and Cladding.
 - b. Category III Building with an Importance Factor of 1.15,
 - c. Wind Speed: 90 mph
 - d. Ultimate Pullout Value: 195pounds per each of the fasteners
 - e. Exposure Category: c
 - f. Design Roof Height: 40 feet.
 - g. Minimum Building Width: 100 feet.
 - h. Roof Pitch: 0 to 1½” inch per foot.
 - i. Topographic Factor: 1.00

<u>Roof Area</u>	<u>Design Uplift Pressure:</u>
Zone 1 - Field of roof	26.6 psf
Zone 2 - Eaves<, ridges, hips,> and rakes	44.6 psf
Zone 3 - Corners	67.3 psf

C. Snow Load: 20 psf.

D. Live Load: 20 psf, or not to exceed original building design.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. When a particular trade name or performance standard is specified it shall be indicative of a standard required.
- B. Provide products as manufactured by The Garland Company. Local representative is Dell Turner cell number 503.860.4420 Submit substitutions under provisions of Section [01300]. Or approved Equal.
- C. Any item or materials submitted as a substitution to the manufacturer specified must comply in all respects as to the quality and performance of the brand name specified and the manufacturer shall provide all services specified. The City shall be the sole judge as to whether or not an item submitted as a substitute is truly equal. Should the Contractor choose to submit a substitute product, he shall assume all monetary or other risk involved, should the City find the substitution unacceptable.

2.2 DESCRIPTION

A. Modified bituminous roofing work including but not limited to:

1. One (1) ply of 40 mil asphalt SBS modified type II base sheet bonded to the prepared substrate with bitumen..
2. Hot Bitumen: ASTM D312, Type IV special steep asphalt having the following characteristics:
 - a. Softening Point 210°F - 225°F (99°C - 107°C)
 - b. Flash Point 500°F (260°C)
 - c. Penetration @ 77°F 15-25 units
 - d. Ductility @ 77°F 1.5 cm
3. Manufactured Flashing Ply: Manufactured galvalume steel and modified membrane roof termination/flashing system comprised of a flexible, tie-in membrane, factory-bonded within a watertight, mechanical seal to a galvalume steel vertical flashing or fascia reveal profile.
4. Modified Membrane: 80 mil SIS, ES and SBS (Styrene-Isoprene-Styrene, Ethylene Styrene and Styrene-Butadiene-Styrene) rubber modified roofing membrane with fire retardant characteristics and reinforced with a dual fiberglass scrim and polyester mat.
5. Surfacing Premium Polymer Modified Coal Tar adhesive Black•Knight/Black• Stallion
6. Aggregate: To conform to ASTM D1863.

2.3 BITUMINOUS MATERIALS

- A. Asphalt Primer: V.O.C. compliant, ASTM D41.
- B. Asphalt Roofing Mastic: V.O.C. compliant, ASTM D2822, Type II.
- C. Interply Adhesive: ASTM D312, Type IV.

2.4 SHEET MATERIALS

A. BASESHEET MEMBRANE PROPERTIES

1. SBS Mopped Grade Base Sheet with woven fiberglass scrim reinforcement with the following minimum performance requirements according to ASTM D-5147.

Properties:

Tensile Strength (ASTM D-5147)

2 in/min. @73.4 ° 3.6°F MD 360 lbf/in CMD 90 lbf/in

Tear Strength (ASTM D-5147)

2 in/min. @ 73.4 ° 3.6°F MD 340 lbf CMD 125 lbf

Elongation at Maximum Tensile (ASTM D-5147)

2 in/min. @ 73.4 ° 3.6°F MD 3.9% CMD 4.5%

B. Modified Flashing Ply:

Stress-ply Plus Ply

C. Modified Membrane Properties (Finished Membranes):

1. TO EXCEED; ASTM D-6162, Type III Grade G

Tensile Strength (ASTM D-5147) 2 in/min. @ 73.4 ° 3.6°F	MD 700 lbf/in	CMD 750 lbf/in
Tear Strength (ASTM D-5147) 2 in/min. @ 73.4 ° 3.6°F	MD 1300 lbf	CMD 1400 lbf
Elongation at Maximum Tensile (ASTM D-5147) 2 in/min. @ 73.4 ° 3.6°F	MD 6.0%	CMD 6.0%
Low Temperature Flexibility (ASTM D-5147):		Passes -30°F (-34°C)
Reflectivity (DNS Method)		45-50%

2.5 SURFACINGS

A. Black Knight Modified Coal Tar Top Coat

Performance Requirements:

1) Weight/Gallon	9.0 lbs./gal. (1.07 g/cm ³)
2) Solids by weight	87%
3) Per Cent of Coal Tar	Minimum of 60%
4) Viscosity Brookfield Heliopath,	2.5 rpm 120,000 cPs

B. ASTM D-1863 roofing aggregates will be applied

1. ¾" minus Rock

2.6 RELATED MATERIALS

A. Base Sheet: ASTM D4601, Type II; as recommended and furnished by the modified membrane manufacturer.

B. Rust Inhibitive Paint: As recommended and furnished by the membrane manufacturer for mechanical units and other metal surfaces to control and prevent surface rust.

C. Urethane Sealant: One part, non-sag sealant as recommended and furnished by the membrane manufacturer for moving joints.

1. Tensile Strength (ASTM D412)	250 psi
2. Elongation (ASTM D412)	950%
3. Hardness, Shore A (ASTM C920)	35
4. Adhesion-in-Peel (ASTM C920)	30 pli

D. Silicone Damp-Proofing: Transparent and colorless solution designed to damp-proof above grade masonry surfaces as recommended and furnished by the membrane manufacturer.

1. Density @77°F	8.4 lb/gal min.
2. Viscosity (Zahn #2 cup)	Typical 14 sec.

E. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.

F. Non-Shrink Grout: Use an all weather fast setting chemical action concrete material to fill pitch pans.

1. Flexural Strength (ASTM C-78 (modified))	7 days 1100psi
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2. High Strength (ASTM C-109 (modified))

24 days 8400lbs (3810kg)

G. Pitch Pocket Sealer: Two part, 100% solids, self leveling, polyurethane sealant for filling pitch pans as recommended and furnished by the membrane manufacturer.

- | | | |
|----|-------------------------------|---------------|
| 1. | Durometer (ASTM D2240) | 40-50 Shore |
| 2. | Elongation (ASTM D 412) | 250% |
| 3. | Tensile Strength (ASTM D 412) | 200 @ 100 mil |

H. Glass Cant: Continuous triangular cross section made of inorganic fibrous glass used as a cant strip as recommended and furnished by the membrane manufacturer.

I. Flashing Boot: Neoprene pipe boot for sealing single or multiple pipe penetrations adhered in approved adhesives as recommended and furnished by the membrane manufacturer.

J. Roof Drains: Drain system as recommended and furnished by the membrane manufacturer.

K. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design.

L. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled

M. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that deck surfaces and project conditions are ready to receive work of this section.
- B. Verify that deck is supported and secured to structural members.
- C. Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped to [drains] [valleys,] [or] [eaves].
- D. Verify that adjacent roof substrate components do not vary more than [1/4] inch in height.
- E. Verify that deck surfaces are dry [and free of snow or ice]. [Verify that metal deck flutes are clean and dry.]
- F. Confirm that moisture content does not exceed [twelve (12)] percent by moisture meter tests. On concrete deck pour hot asphalt on to deck if it bubbles / foams and once cooled does not adhere to the substrate, the moisture levels are too high.
- G. Verify that openings, curbs, pipes, conduit, sleeves, ducts, and other items which penetrate the roof are set solidly, and that [wood cant strips] [wood nailing strips] [and reglets] are set in place.

3.2 PREPARATION – WOOD DECK

- A. Verify that wood decking is flat and has tight joints.
- B. Seal plywood joints with tape.
- C. Fill knot holes with latex filler.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.

- B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
- C. Protect other work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore other work damaged by installation of the modified bituminous roofing system.
- D. Coordinate installation of roofing system components so that insulation and roofing plies are not exposed to precipitation or left exposed overnight. Provide cut-offs at end of each day's work to cover exposed ply sheets and insulation with two (2) plies of #15 organic roofing felt set in full moppings of bitumen and with joints and edges sealed with roofing cement. Remove cut-offs immediately before resuming work.
- E. Asphalt Bitumen Heating: Heat and apply bitumen in accordance with the Equiviscous Temperature (EVT) Method as recommended by National Roofing Contractors Association (NRCA). Do not raise temperature above minimum normal fluid-holding temperature necessary to attain EVT (plus 5°F at point of application) more than one (1) hour prior to time of application. Determine flash point, finished blowing temperature, EVT, and fire-safe handling temperature of bitumen either from information by manufacturer or by suitable test. Do not exceed recommended temperature limits during bitumen heating. Do not heat to a temperature higher than twenty five degrees (25°) below flash point. Discard bitumen that has been held at temperature exceeding Finishing Blowing Temperature (FBT) for more than three (3) hours. Keep kettle lid closed except when adding bitumen.
- F. Bitumen Mopping Rate:
 - 1. Interply Mopping: Apply bitumen at the rate of approximately twenty five (25) lb (11.3kg). of bitumen per roof square.
 - 2. Modified Membrane Mopping: Apply bitumen at the rate of approximately thirty (30) lb (13.6kg).
 - 3. of bitumen per roof square
 - 4. Optional Cold process adhesive at a rate of 1 ½ gallons per square
- G. Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- H. Apply roofing materials as specified by manufacturer's instructions.
 - 1. Keep roofing materials dry before and during application.
 - 2. Do not permit phased construction.
 - 3. Complete application of roofing plies, modified sheet and flashing in a continuous operation.
 - 4. Begin and apply only as much roofing in one day as can be completed that same day.
- I. Cut-Offs (Waterstops): At end of each day's roofing installation, protect exposed edge of incomplete work, including ply sheets and insulation. Provide temporary covering of two (2) plies of #15 organic roofing felt set in full moppings of bitumen with joints and edges sealed.
- J. Broadcast minerals into the bleed out of bitumen while bitumen is at its recommended EVT temperature to achieve uniform color throughout.

3.4 INSULATION INSTALLATION

- A. Deck type: (Wood) See section 07220 - Roof and Deck Insulation.

3.5 FELT PLY INSTALLATION

- A. Modified Base Sheet Plies: Install one (1) modified base ply sheets in twenty five (25) lbs (11.3kg). per square of bitumen shingled uniformly to achieve complete coverage over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof. Do not step on modified rolls until asphalt has cooled, fish mouths should be cut and patched.
- B. Lap ply sheet ends eight (8) inches (203mm). Stagger end laps twelve (12) inches (304mm) minimum.
- C. Lightly broom in modified base sheet to assure complete adhesion.

- D. Extend plies two (2) inches (50mm) beyond top edges of cants at wall and roof projections and equipment bases.
- E. Install base flashing ply to all perimeter and projection details after membrane application.

3.6 MODIFIED MEMBRANE APPLICATION

- A. Solidly bond the modified membrane to the base layers with specified asphalt at the rate of twenty five (25) to thirty (30) lbs (11-13kg). per 100 square feet.
- B. The modified membrane roll must push a puddle of asphalt in front of it with asphalt slightly visible at all side laps. Exercise care during application to eliminate air entrapment under the membrane.
- C. Apply pressure to all seams to ensure that the laps are solidly bonded to substrate.
- D. Install subsequent rolls of modified membrane across the roof as above with a minimum of four (4) inch (101mm) side laps and eight (8) inch (203mm) end laps. Stagger the end laps. Apply the modified membrane in the same direction as the previous layers but stagger the laps so they do not coincide with the laps of the base layers.
- E. Apply asphalt no more than five (5) feet (1.5m) ahead of each roll being embedded.
- F. Extend membrane two (2) inches (50mm) beyond top edge of all cants in full moppings of the specified asphalt [as shown on the drawings].

3.7 FLASHING MEMBRANE INSTALLATION

- A. Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
- B. Prepare all walls, penetrations, expansion joints [and where shown on the drawings] to be flashed with asphalt primer at the rate of one hundred (100) square feet per gallon. Allow primer to dry tack free.
- C. Use the modified membrane as the flashing membrane. Adhere to the underlying base flashing ply with specified asphalt unless otherwise noted in these specifications. Nail off at a minimum of eight (8) inches (203mm) o.c. from the finished roof at all vertical surfaces.
- D. Solidly adhere the entire sheet of flashing membrane to the substrate. Tops of all flashings that are not run up and over curb shall be secured through termination bar 6" and sealed at top.
- E. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and fiberglass mesh.
- F. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work [as specified in other sections].
- G. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work [as specified in other sections]. When using mineralized cap sheet all stripping plies type IV Felt / Versiply 40 shall be installed prior to cap sheet installation.
- H. R-MER Edge Metal Edge System [Detail No. FASCIA – 101]
 - 1. Position base plies of the Built-Up and/or modified roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
 - 2. Cant Dam: Install Cant Dam overlapping Cant a minimum of one (1) inch. Fasten Cant Dam every three (3) inches on center through the top of nailer and outside face.

3. BUR or Modified Flashing: Prime Cant Dam at a rate of one hundred (100) square feet per gallon and allow to dry.
4. Strip in Cant Dam with base flashing membrane extending six (6) inches into roof field, followed with a cap sheet extending nine (9) inches into the roof field. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
5. Fascia Cover: Install fascia cover with splice plate under one end by pressing downward firmly until "snap" occurs and cover is engaged along entire length of miter. Field cut where necessary with fine tooth saw.
6. Sealant is to be placed between splice plates on metal edge pieces.
7. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof.

I. Roof Drain [Detail No. MBH-40]:

1. Plug drain to prevent debris from entering plumbing.
2. Taper insulation to drain minimum of twenty four (24) inches (609mm) from center of drain.
3. Run roof system plies over drain. Cut out plies inside drain bowl.
4. Set lead/copper flashing (thirty (30) inch square minimum) in ¼ inch (6mm) bed of mastic. Run lead/copper into drain a minimum of two (2) inches (50mm). Prime lead/copper at a rate of one hundred (100) square feet per gallon and allow to dry.
5. Install base flashing ply (forty (40) inch square minimum) in bitumen.
6. Install modified membrane (forty eight (48) inch square minimum) in bitumen.
7. Install clamping ring and assure that all plies are under the clamping ring.
8. Remove drain plug and install strainer.

J. Plumbing Stack

1. Minimum stack height is twelve (12) inches (304mm).
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in ¼ inch (6mm) bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install modified membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Insulate inside of sleeve to prevent condensation.
8. Turn sleeve a minimum of one (1) inch (25mm) down inside of stack.

3.9 APPLICATION OF SURFACING

- A. Prior to installation of surface, obtain approval from manufacturer as to work completed.
- B. Apply modified coal tar coating over the prepared roof surface at a rate of 5 gallons per 100 (one hundred) square feet. This can be accomplished by either spray equipment or a notched squeegee.

C. Aggregate Surfacing:

1. Apply surfacing materials in the quantities specified (five hundred (500) lbs. per square for aggregate, four hundred (400) lbs. per square for river rock. Uniformly embed aggregate in a flood coat of modified coal tar process bitumen coating at a rate of four (4) to five (5) gallons. per square coverage after felt flashings, tests, repairs, and corrective actions have been completed and approved.
2. Aggregate shall be dry and placed in a manner required to form a compact, embedded overlay. To aid in proper embedment, lightly roll aggregate provided that there is no damage to the roofing membrane.

3.10 FIELD QUALITY CONTROL

- A. Perform field inspection and [and testing] as required [under provisions of Section 01410].
- B. Correct defects or irregularities discovered during field inspection.
- C. Require attendance of roofing [and insulation] materials manufacturers' representatives at site during installation of the roofing system. A copy of the specification should also be on site at all times.

3.11 CLEANING

- A. Remove bitumen adhesive drippings from all walls, windows, floors, ladders and finished surfaces.
- B. In areas where finished surfaces are soiled by asphalt or any other sources of soiling caused by work of this section, consult manufacturer of surfaces for cleaning instructions and conform to their instructions.
- C. Repair or replace defaced or disfigured finishes caused by work of this section.

3.12 FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Contractor, the City, installer, installer of associated work, roofing system manufacturer's representative and other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. The roofing system manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the [Roofing] Contractor.
- D. If core cuts verify the presence of damp or wet materials, the [Roofing] Contractor shall be required to replace the damaged areas at his own expense.
- E. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- F. Notify the [Owner] upon completion of corrections.
- G. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

END OF SECTION

SECTION 07565

PREPARATION FOR RE-ROOFING
for
CITY OF MILWAUKIE
PUBLIC SAFETY BUILDING ROOF REPLACEMENT

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. On roof areas identified remove existing gravel and any loose debris.. Sweep or clean all debris off of the membrane.

1.2 PRE-INSTALLATION CONFERENCE

- A. Review installation procedures and coordination required with related work.

1.3 ENVIRONMENTAL REQUIREMENTS

- A. Do not remove existing roofing system or damaged decking when weather conditions threaten the integrity of the building contents or intended continued occupancy. Maintain continued temporary protection prior to installation of the new roofing system.

1.4 PROTECTION

- A. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction. A four (4) hour time limit shall be given from the time of notification of emergency conditions. In the event of water penetration during rain or a storm, the Contractor shall provide for repair or protection of the building contents and interior. If the Contractor does not respond or cannot be contacted, the Owner will effect repairs or emergency action and the Contractor shall be back charged for all expenses and damages, if any.

1.5 SCHEDULING

- A. Schedule work to coincide with commencement of installation of new roofing system.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Temporary protection: Sheet Polyethylene. Provide weights or fasteners to retain sheeting in position.
- B. Base Sheet: ASTM D-4601 Type II. Provide weights or fasteners to retain sheeting in position.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. The Roofing Contractor is to verify existing site conditions, including roof dimensions.
- B. The Roofing Contractor must verify that the existing roof surface is clear and ready for work of the section.

3.2 MATERIALS REMOVAL

- A. Remove all membrane, cant strips, rigid insulation, expansion joints, base flashings, and any other items shown on the drawings. In addition, complete removal of all nails and other debris is required to leave a smooth, even surface for re-roofing.

- B. Under certain conditions, it will be necessary and desirable to incorporate one or more of the following methods for removal of dirt, silt, gravel, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions, and protect the building surfaces:
 - 1. Roof vacuum systems.
 - 2. Crane and hopper with dump truck system.
 - 3. Enclosed chutes with protective shrouds on the building and ground surfaces.
- C. All debris dumped from the roof can be transported from the roof via chutes into dumpsters or trucks and this debris shall be removed from the premises when vehicles are full at the Contractors cost. No debris shall be transported from the area being worked on over a previously finished roof without an underlayment of $\frac{3}{4}$ " plywood.
- D. All roof equipment not in use or left filled will be parked on the column lines on $\frac{3}{4}$ " plywood.
- E. Building and/or ground damage caused by the removal or installation of the roof system will be the sole responsibility of the Contractor.

3.3 TEMPORARY PROTECTION

- A. Provide temporary protective sheeting over uncovered deck surfaces.
- B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights or temporary fasteners.
- C. Provide for surface drainage from sheeting to existing drainage facilities.
- D. Do not permit traffic over unprotected deck surface.

END OF SECTION

SECTION 07220
 OPTIONAL
 ROOF DECK AND INSULATION
 for
 THE CITY OF MILWAUKIE
 PUBLIC SAFETY BUILDING ROOF REPLACEMENT

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Provide all labor, equipment, and materials to install roof insulation over the properly prepared deck substrate.

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections apply to this section.
- B. Related work specified elsewhere:
 1. Division 07550 Section "Modified Bitumen Roofing."
 2. Division 07565 Section "Roof Preparations."

1.3 REFERENCES

ASTM A-167-94a	Specification for Stainless and Heat-Resisting Chromium Nickel Steel Plate, Sheet and Strip
ASTM A-653	Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process
ASTM B-29	Pig Lead
ASTM B-32	Solder Metal
ASTM C-165-95	Test Method for Measuring Compressive Properties of Thermal Insulation
ASTM C-208-95	Specifications for Cellulosic Fiber Insulating Board
ASTM C-209-92	Test Method for Cellulosic Fiber Insulating Board
ASTM C-272-91	Test Method for Water Absorption of Core Materials for Structural Sandwich Constructions
ASTM C-36	Specification for Gypsum Wallboard
ASTM C-518-91	Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus
ASTM C-578-92	Specification for Rigid, Cellular, Polystyrene Thermal Insulation
ASTM C-728-91	Specification for Perlite Thermal Insulation Board
ASTM D-5	Test Method for Penetration of Bituminous Materials
ASTM D-36	Test Method for Softening Point of Bitumen (Ring and Ball Apparatus)
ASTM D-312	Specification for Asphalt Used in Roofing
ASTM D-412-92	Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension
ASTM D-1621-94	Test Method for Compressive Properties of Rigid Cellular Plastics
ASTM D-1622	Test Method for Apparent Density of Rigid Cellular Plastics
ASTM D-1863	Specification for Mineral Aggregate Used on Built-Up Roofs
ASTM D-2126-94	Test Method for Response of Rigid Cellular Plastics to Thermal Humid Aging
ASTM D-2178	Standard Specification for Asphalt Glass Felts used in Roofing and Waterproofing
ASTM D-4601-94	Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing
ASTM D-5147	Sampling and Testing Modified Bituminous Sheet Material
CISPI	Cast Iron Soil Pipe Institute, Washington, D.C.
FM	Factory Mutual System, Norwood, Massachusetts
NRCA	National Roofing Contractors Association, Chicago, IL
SMACNA	Sheet Metal and Air Conditioning Contractors National Association

SDI	Steel Deck Institute, St. Louis, Missouri
SPIB	Southern Pine Inspection Bureau, Pensacola, Florida
UL	Underwriter's Laboratories, Inc., Northbrook, Illinois
FS HH-I-1972	Insulation Board, Polyisocyanurate
FS LLL-1-535B	Insulation Board, Thermal (Fiberboard)
WH	Warnock Hersey International, Inc., Middletown, Wisconsin

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300 - Submittals.
- B. Product Data: Provide manufacturer's specification data sheets for each product in accordance with Section 01300.
- C. Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.
- D. Provide a sample of each insulation type.
- E. Certification
 - 1. Submit roof manufacturer's certification that insulation fasteners furnished are acceptable to roof manufacturer.
 - 2. Submit roof manufacturer's certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.5 QUALITY ASSURANCE

- A. Fire Classification, ASTM E-108
- B. Submit certification that the roof system furnished is approved by Factory Mutual, Underwriters Laboratories or Warnock Hersey for external Fire E-108 Class 1A and that the roof system is adhered properly to meet or exceed 1-90.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.
- C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).
- D. Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the site.

PART 2 - PRODUCTS

2.1 APPROVED EQUIVALENT

- A. Contractor must submit any product not specified a minimum five days before the bid date to the school City in order for product to be considered for approval. The city will notify Contractor in writing of decision to accept or reject request.

2.2 INSULATION MATERIALS

A. Provide thicknesses of insulation as indicated, provide combination of types and thicknesses to provide a complete system.

1. Dens-Deck® Roof Board

Qualities: Nonstructural glass mat faced, noncombustible, water-resistant treated gypsum core panel.

Board Size: Four feet by four feet (4'x4').

Thickness: One quarter (1/4) inch.

R-Value: .28

Source: G-P Gypsum Corporation

Insulation board shall meet the following requirements: UL, WH or FM listed under Roofing Systems

2.3 INSULATION MATERIALS FOR PUBLIC SAFETY BUILDING

1. RIGID POLYISOCYANURATE ROOF INSULATION

a. Qualities: Rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.

1. Thickness: Minimum of 3.0 in.

2. R-Value: Minimum 18.0

b. Insulation board shall meet the following requirements

1. UL, WH or FM listed under Roofing Systems

2. Federal Specification HH-I-1972, Class 1

c. Physical Properties

Dimensional Stability ASTM D-2126 2% max.

Compressive Strength ASTM D-1621 25 psi min.

Vapor Permeability ASTM E-96 1 perm max.

Foam Core Density ASTM D-1622 2.0 pcf min.

Water Absorption ASTM C-209 <1%

R-Factor HR per inch

Thickness ASTM C-518 5.6 (Design Value)

2. High Density Fiberboard Roof Insulation; ASTM C-208

Qualities: Rigid, composed of interlocking fibers factory blended treated with asphalt on the top side.

Board Size: [Four feet by four feet (4' x 4')]

Thickness: Minimum 03

Source: Celotex
Temple Inland
GAF Building Materials Corporation
Approved Equivalent

Insulation board shall meet the following requirements:

UL, WH, FM listed under Roofing Systems.

Federal Specification LLL-I-535-B.

3. Adhesive and fasteners as recommended by roof membrane manufacturer.

PART 3 - EXECUTION

3.1 INSPECTION OF SURFACES

A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.

1. Verify that work which penetrates roof deck has been completed.
2. Verify that wood nailers are properly and securely installed.
3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
4. Do not proceed until defects are corrected.
5. Do not apply insulation until substrate is sufficiently dry.
6. Broom clean substrate immediately prior to application.
7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.
8. Verify that temporary roof has been completed.

A. Attachment with Mechanical Fasteners.

1. Approved insulation board shall be fully attached to the deck with an approved mechanical fastening system. As a minimum, the amount of fasteners shall be in accordance with manufacturer's recommendation for the approved system.
2. Filler pieces of insulation require at least two fasteners per piece if size of insulation is less than four square feet.
3. Spacing pattern of fasteners shall be as per manufacturer's recommendations to meet the FM requirements. Placement of any fastener from edge of insulation board shall be a minimum of three inches, and a maximum of six inches.
4. Minimum penetration into deck shall be as recommended by the fastener manufacturer. There is a one inch (1") minimum for wood.
5. Verify mechanical fasteners DO NOT extend through the interior or exterior finished surfaces.

1.3 CLEANING

A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

END OF SECTION

SECTION 06100
ROUGH CARPENTRY
for
THE CITY OF MILWAUKIE
PUBLIC SAFETY BUILDING ROOF REPLACEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contract Requirements of the Contract are part of this Section.
- B. Furnish all labor, materials, equipment, transportation and incidentals required to complete all Carpentry work, and related items, as indicated on the at the bid walk and specified herein; including but not limited to curbs in accordance with the concepts shown on the attached drawings.

1.02 QUALITY ASSURANCE

- A. Review all Drawings and all other Sections of the Specifications for requirements therein affecting the work of this trade.

1.03 SUBMITTALS

- A. Submit a list of materials and manufacturers, samples, and product data sheets within seven (7) days of the Contract signing. Make all submittals to the Owner with a dated submittal form or transmittal letter.
- B. Samples of all Fasteners specified.
- C. Certificates of Compliance with these specifications and ASTM Standards cited for all wood and galvanizing.
- D. Do not order materials before receiving the Owners Representatives approval of the list of manufacturers, samples and appropriate product data sheets.
- E. Do not start work before receiving the Owners Representatives approval of the Submittals

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Check all specified items upon Contract signing and order early to prevent delaying the work.
- B. Store materials on pallets and cover with canvas tarpaulins (not polyethylene).
- C. Do not expose materials to any moisture, anywhere, at any time.
- D. Secure all materials and supplies against disbursement by wind forces.

1.05 JOB CONDITIONS

- A. Notify the Owners Representative of any discrepancies between plans and field conditions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. New wood nailers shall be construction grade Douglas Fir #2 or better lumber. Asphaltic or creosote treated lumber is not acceptable.
- B. Wood Decking: 2 in. by 6 in rough cut cedar X - APA, Exposure 1, Group minimum, 19% maximum moisture content.

- C. Tapered wood shims: 1/2 x 6 in. clear cedar bevel siding or approved equal, with 10% maximum moisture content.
- D. Unflashed sleepers: Redwood or Cedar
- E. Fasteners (all galvanized ASTM A 153) - Wood to:
 - 1. Wood: Common annular ring shank nails in gages as detailed or required, with length to provide 1-1/2 in. minimum embedment into the plywood. Wood screws may be submitted for approval.
 - 2. Brick: 1/4 in. diameter Rawl drive bolts with 1 in. diameter washer, 0.062 in. thick. lead anchored fasteners or Tapcon masonry fasteners.

PART 3- EXECUTIONS

3.01 INSPECTION

- A. Inspect condition of existing wood for proper attachment and any deterioration. Notify the Owners Representative of the areas and type of repair required.
- B. Do not start new work until all discrepancies have been resolved.

3.02 INSTALLATION

- A. Dimension lumber:
 - 1. Do not use any stock with excessive twist or bow.
 - 2. Maximum moisture content of lumber at time of installation: 19%.
 - 3. Countersink wood only to depth for bolt head and washer to be flush. Use flathead bolts to plywood.
 - 4. Fasten 2" x 6" nailers to deck, walls, and parapet at maximum spacing of 24 in. on center.
 - 5. 2" x 4" lumber will be set at 24" centers and cut to provide the proper positive slope of 1/2" per foot.
- B. Curbs: Install in accordance with Uniform Building Code, latest edition, or as detailed.

END OF SECTION

SECTION 07200
SHEET METAL FLASHING AND TRIM
for
THE CITY OF MILWAUKIE
PUBLIC SAFETY BUILDING ROOF REPLACEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Provide all labor, equipment, and materials to fabricate and install the following.
 - 1. Edge strip and flashing.
 - 2. Fascia, scuppers, and trim.
 - 3. Coping cap at parapets.
- B. Related Sections:
 - 1. Division 07 Section Common Work Results for Thermal and Moisture Protection.
- C. Related Work Specified Elsewhere:
 - 1. Division 06100 Section Rough Carpentry
 - 2. Division 07550 Section Modified Bituminous Membrane Roofing

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (galvanized) or Zinc-Iron Alloy-Coated (galv annealed) by the Hot-Dip Process.
 - 2. ASTM A792 Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip Process.
 - 3. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 4. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
 - 5. ASTM D692 Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.
- B. Warnock Hersey International, Inc., Middleton, WI (WH)
- C. Factory Mutual Research Corporation (FMRC)
- D. Underwriters Laboratories (UL)
- E. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
 - 1. Architectural Sheet Metal Manual

- F. National Roofing Contractors Association (NRCA).
 - 1. Roofing and Waterproofing Manual
- G. Single Ply Roofing Institute (SPRI).
 - 1. Wind Design Guide for Use with Low Slope Roofing

1.4 SUBMITTALS FOR REVIEW

- A. Product Data:
 - 1. Provide manufacturer's specification data sheets for each product.
 - 2. Metal material characteristics and installation recommendations.
 - 3. Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specified can be approved.
- B. Samples: Submit two (2) samples illustrating typical metal edge, coping, gutters, fascia extenders for material and finish.
- C. Shop Drawings
 - 1. For manufactured and shop fabricated gravel stops, fascia, scuppers, and all other sheet metal fabrications.
 - 2. Indicate material profile, jointing pattern, jointing details, fastening methods, flashing, termination's, and installation details.
 - 3. Indicate type, gauge and finish of metal.
- D. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

1.5 SUBMITTALS FOR INFORMATION

- A. Design and Test Reports: Provide the following certified test reports from an independent testing laboratory:
 - 1. Independent laboratory testing report for system design load and seam integrity.
 - 2. Professional engineer's documentation that system incorporates sufficient allowance for stress and movement.
 - 3. A letter from an officer of the manufacturing company certifying that the materials furnished for this project are the same as represented in tests and supporting data.
 - 4. Manufacturer's verifications that the panels are factory roll-formed.
 - 5. UL 1897: Test report must be submitted for windstorm rating no less than that specified in Design and Performance Criteria article. The proposed roof system must have approval over specified substrate with steel framing spaced no further apart than as specified.
 - 6. ASTM E-108 or similar evidence of Class A Fire Resistance
- B. Mill production reports certifying that the steel thicknesses are within allowable tolerances of the nominal or minimum thickness or gauge specified.
- C. Qualification Data for Installer. Refer to Quality Assurance Article below.
- D. Certification of work progress inspection. Refer to Quality Assurance Article below.
- E. Certifications:
 - 1. Submit roof manufacturer's certification that metal fasteners furnished are acceptable to roof manufacturer.
 - 2. Submit roof manufacturer's certification that metal furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.6 CONTRACT CLOSEOUT SUBMITTALS

- A. General: Comply with Requirements of Section 01300 t Submittals.
- B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- C. Roofing Maintenance Instructions. Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.
- D. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.7 QUALITY ASSURANCE

- A. Engage an experienced roofing contractor specializing in sheet metal flashing work with a minimum of five (5) years experience.
- B. Maintain a full-time supervisor/foreman who is on the job-site at all times during installation. Foreman must have a minimum of five (5) years experience with the installation of similar system to that specified.
- C. Source Limitation: Obtain components from a single manufacturer. Secondary products which cannot be supplied by the specified manufacturer shall be approved in writing by the primary manufacturer prior to bidding.
- D. Upon request fabricator/installer shall submit work experience and evidence of financial responsibility. The Owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.
- B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials which may cause discoloration or staining.

1.9 PROJECT CONDITIONS

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal edge system.

1.10 DESIGN AND PERFORMANCE CRITERIA

- A. Thermal expansion and contraction:
 - 1. Completed metal edge flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.

1.11 WARRANTIES

- A. Owner shall receive one (1) warranty from manufacturer of roofing materials covering all of the following criteria. Multiple warranties are not acceptable.
 - 1. Pre-finished metal material shall require a written 20-year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color

units per ASTM D-2244 or chalking excess of 8 units per ASTM D-659. If either occurs material shall be replaced per warranty, at no cost to the Owner.

2. Changes: Changes or alterations in the edge metal system without prior written consent from the manufacturer shall render the system unacceptable for warranty(ies).
3. Warranty shall commence on date of substantial completion or final payment of the contract
4. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.
5. Installing roofing contractor shall be responsible for the installation of the edge metal system in general accordance with the membrane manufacturer's recommendations.
6. Installing contractor shall certify that the edge metal system has been installed per the manufacturer's printed details and specifications.
7. One manufacturer shall provide a single warranty for all accessory metal for flashings, metal edges and copings, along with the warranty for metal roof areas, membrane roof areas, and any transitions between two different material types.

PART 2 - PRODUCTS

2.1 PRODUCTS, GENERAL

- A. Refer to Division 01 Section "Common Product Requirements."
- B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
 1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
 2. Include a list of three (3) projects of similar type and extent, located within a two hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.
 3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
 4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 ACCEPTABLE MANUFACTURERS

- A. The design is based upon sheet metal flashing and trim systems engineered and manufactured by
The Garland Company.
3800 East 91st Street
Cleveland, Ohio 44105
Telephone: (800) 762-8225
Website: www.garlandco.com

B. Approved Equal

2.3 MATERIALS

A. General: Product designations for the materials used in this section shall be based on performance characteristics of the R-MER Edge System manufactured by the Garland Company, Cleveland, OH, and shall form the basis of the contract documents.

B. Materials:

1. Exposed base metal material:

a. Aluminum-zinc alloy (galv alum) coated steel, ASTM A792, coating designation AZ-50, in thickness of .0217 nom. /24 gauge or .0336 nom. /22 gauge or 0.157 nom; 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.

2. Unexposed base metal material:

a. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 0.0299 nom. / 22 gauge; 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.

3. Minimum gauge of steel or thickness of Aluminum to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.

C. Finishes:

1. Exposed surfaces for coated panels:

a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA).

Property	Test Method	Fluorocarbon*
Pencil Hardness	ASTM D-3363 NCAA II-2	HB-H
Bend	ASTM D-4145 NCAA II-19	O-T
Cross- Hatch Adhesion	ASTM D-3359	no loss of adhesion
Gloss (60° angle)	ASTM D-523	25+/-5%
Reverse Impact	ASTM D-2794	no cracking or loss of adhesion
Nominal Thickness primer	ASTM D-1005	
topcoat	0.2 mils	
TOTAL	0.8 mils	
	1.0 mils	*Subject to min.quantity requirements

b. Color shall be as specified by the City

2. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, shall be as shipped from the mill.

2.4 RELATED MATERIALS AND ACCESSORIES

A. Metal Primer: Zinc chromate type.

- B. Plastic Cement: ASTM D 4586
- C. Sealant: Specified in Section 07900 or on drawings.
- D. Underlayment: ASTM D2178, No15 asphalt saturated roofing felt.
- E. Slip Sheet: Rosin sized building paper.
- F. Fasteners:
 - 1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
 - 2. Fastening shall conform to Factory Mutual 1-90 requirements or as stated on section details whichever is more stringent.
- G. Gutter and Downspout Anchorage Devices: Material as specified for system.

PART 3 - EXECUTION

3.1 EXECUTION, GENERAL

3.2 PROTECTION

- A. Isolate metal products from dissimilar metals, masonry or concrete with bituminous paint, tape, or slip sheet. Use gasketed fasteners where required to prevent corrosive reactions.

3.3 GENERAL

- A. Secure fascia to wood nailers at the bottom edge with a continuous cleat.
- B. Fastening of metal to walls and wood blocking shall comply with SMACNA Architectural Sheet Metal Manual, Factory Mutual I-60 wind uplift specifications and/or manufacturer's recommendations whichever is the most stringent standard.
- C. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.
- D. Allow sufficient clearances for expansion and contraction of linear metal components. Secure metal using fasteners as required by the system. Exposed face fastening will be rejected.

3.4 INSPECTION

- A. Verify that curbs are solidly set and nailing strips located.
- B. Perform field measurements prior to fabrication.
- C. Coordinate work with work of other trades.
- D. Verify that substrate is dry, clean and free of foreign matter.
- E. Commencement of installation shall be considered acceptance of existing conditions.

3.5 MANUFACTURED SHEET METAL SYSTEMS

- A. Furnish and install manufactured fascia and coping cap systems in strict accordance with manufacturer's printed instructions.
- B. Provide factory-fabricated accessories including, but not limited to, fascia extenders, miters, scuppers, joint covers, etc. Refer to Source limitation provision in Part 1.

3.6 SHOP-FABRICATED SHEET METAL

- A. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
- B. Hem exposed edges.
- C. Angle bottom edges of exposed vertical surfaces to form drip.
- D. Lap corners with adjoining pieces fastened and set in sealant.
- E. Form joints for gravel stop fascia system, coping cap with a 3/8" opening between sections. Back the opening with an internal drainage plate formed to the profile of fascia piece.
- G. Install sheet metal to comply with referenced SMACNA and NRCA standards.

3.7 FLASHING MEMBRANE INSTALLATION

- A. Snap On Fascia Detail
 - 1. Position base ply of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
 - 2. Install scupper boxes and miters first.
 - 3. Cant Dam: Install Cant Dam with #10 fasteners six (6) inches on center through the top of metal flange and outside face.
 - 4. Modified Flashing: Prime Cant Dam at a rate of one-hundred (100) square feet per gallon and allow to dry. Strip in Cant Dam with base flashing membrane extending six (6) inches into roof field, followed with a cap sheet extending nine (9) inches into the roof field. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.

3.8 CLEANING

- A. Clean installed work in accordance with the manufacturer's instructions.
- B. Replace damaged work than cannot be restored by normal cleaning methods.

3.9 CONSTRUCTION WASTE MANAGEMENT

- A. Remove and properly dispose of waste products generated. Comply with requirements of authorities having jurisdiction

3.10 FINAL INSPECTION

- A. At completion of installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Inspect work and flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. Notify the City upon completion of corrections.

- E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

3.11 DEMONSTRATION AND TRAINING

- A. At a time and date agreed to by the Owner, instruct the Owner's facility manager, or other representative designated by the Owner, on the following procedures:
 - 1. Troubleshooting procedures.
 - 2. Notification procedures for reporting leaks or other apparent roofing problems.
 - 3. Maintenance.
 - 4. The Owner's obligations for maintaining the warranty in effect and force.
 - 5. The Manufacturer's obligations for maintaining the warranty in effect and force.

END OF SECTION