

CITY OF SPRINGFIELD SPRINGFIELD JUSTICE CENTER ROOF REPLACEMENT PROJECT

City Project #P51060

OWNER:

City of Springfield
230 4th Street
Springfield, Oregon 97477

Phone: (541) 726-3781

Contact:
Jim Polston, Project Manager



CONSULTANT:

Professional Roof Consultants, Inc.
606 SE 9TH Avenue
Portland, Oregon 97214

Phone: (503) 280-8759

Contact:
Thomas Bertrand, RRO, AHERA



SUBCONSULTANT:

TM Rippey Consulting Engineers
7650 Beveland Street, Suite 100
Tigard, Oregon 97223

Phone: (503) 443-3900

Contact:
Ralph Turnbaugh, PE



DATE: MARCH 20, 2023

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PROFESSIONAL ROOF CONSULTANTS, INC.

PRC Job No. R3430.02

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CITY OF SPRINGFIELD, OREGON
Invitation to Bid

Project No. P51060

Title: Springfield Justice Center Roof Replacement Project

Description: Roof overlay of the entire Springfield Justice Center (Ancillary Building, Police Station/Municipal Courts Building, and the Municipal Jail Building). Roof overlay consists of covering the existing TPO single-ply roof membrane with a new PVC single-ply roof membrane assembly. Demolition of existing sheet metal components where indicated and replacement with new. Installation of two new fall protection tie-off anchors.

A **NON-MANDATORY** pre-bid meeting will be conducted on **Tuesday March 28, 2023 at 2:00 pm**. The meeting will be held at 230 4th Street, Springfield, OR 97477.

Bid documents are available from **Sam Kelly Quattrocchi at 541-726-3713 or skellyquattrocchi@springfield-or.gov** or from the City of Springfield City Hall, City Manager's Office of Development, 225 Fifth Street, Springfield, OR 97477 and are available for viewing at this location. Bid documents are available online at <https://springfield-or.gov/city/finance/purchasing/>. *Bid books on file with plan centers are incomplete and cannot be submitted as completed bids.*

The **deadline for submitting questions** regarding this Invitation to Bid is **Monday April 3rd, 2023 at 11:00 am**. Contact with other City officials may be grounds for disqualification of the bid. All questions should be addressed to Sam Kelly Quattrocchi at [541-726-3713](tel:541-726-3713) or skellyquattrocchi@springfield-or.gov.

Any bidder requiring special assistance or auxiliary aids during the bidding and award process should contact **Sam Kelly Quattrocchi at 541-726-3713 or skellyquattrocchi@springfield-or.gov** at least two (2) business days before the scheduled program, activity, or meeting for hearing assistance or a sign language interpreter and at least five (5) business days before the event for all other meeting accommodations. Assistive listening systems are available for the hearing impaired in the Municipal Courtrooms and City Council Chambers. TTY users dial Oregon Relay Services at 711. Requests for documents in alternate formats should be submitted at least ten (10) calendar days prior to the date the materials are needed to allow time for the City to respond to the request. At the discretion of the City, submission deadlines may be extended to accommodate a request for alternate formats.

This project is subject to the state prevailing wage rates under ORS 279C.800 to 279C.870. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120. In accordance with ORS 279C.365, the City will not consider a bid unless it contains a statement by the bidder that they will comply with ORS 279C.838 through ORS 279C.870.

All Contractors performing work on this project shall have a current, valid certificate of licensure issued by the Construction Contractor's Board in accordance with ORS 701 and, if performing work described in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.560, as applicable, in place at the time the quote is presented.

The City of Springfield may reject any or all bids not in compliance with all prescribed public bidding procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375, or waive minor irregularities not affecting substantial rights and may reject for a good cause any or all bids upon a finding of the City of Springfield it is in the public interest to do so and accept such bids that in the opinion of the Springfield City Council are in the best interest of the City.

The City of Springfield encourages contractors, sub-contractors, minority, woman-owned, and emerging small businesses to participate in City projects.

Sealed bids will be received at City Hall Development and Public Works, Southeast Quad, Attn: Sam Kelly-Quattrocchi, Legislative & EcDev Analyst Contracts Analyst, 225 Fifth Street, Springfield, OR 97477, until, but no later than **2:00 pm Local Time, Tuesday April 11th, 2023**, and opened immediately online in a Zoom meeting:

Topic: City of Springfield - Bid Opening
Time: April 11, 2023 02:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/81715235378>

Meeting ID: 817 1523 5378

One tap mobile

+19712471195,,81715235378# US (Portland)

+12063379723,,81715235378# US (Seattle)

Dial by your location

+1 971 247 1195 US (Portland)

+1 206 337 9723 US (Seattle)

833 548 0276 US Toll-free

833 548 0282 US Toll-free

833 928 4608 US Toll-free

833 928 4609 US Toll-free

833 928 4610 US Toll-free

877 853 5247 US Toll-free

888 788 0099 US Toll-free

Meeting ID: 817 1523 5378

Find your local number: <https://us06web.zoom.us/u/kbFOgO7ayU>

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ITB3 Rev 03/21/2023



City of Springfield
225 Fifth Street
Springfield, OR 97477

Bid Submittal, Terms and Declarations

Project No. P51060

Project Title: Springfield Justice Center Roof Replacement Project

We _____ submit a Lump Sum Base Bid for the construction of the above referenced project.

Base bid _____ (\$ _____)
Written Numerals.

The undersigned Bidder agrees to construct a functionally complete project, in accordance with the terms and conditions as specified in the Request for Invitation to Bid documents, and to provide all resources that are required and that may reasonably be inferred to produce the intended result. The Bid amount may only be modified by a Change Order or Contract Amendment.

Terms, Declarations and Bid Submittal

Bidder's Understanding

Bidders shall determine for themselves all the conditions and circumstances affecting the projected cost of the proposed work by personal examination of the site, Contract documents, and by such other means they may deem to be necessary. It is understood and agreed that in the event the City has obtained information from data at hand regarding underground or other conditions or obstructions depicted in the Contract documents, there is no expressed or implied agreement that such conditions are fully or correctly shown, and the Bidder must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

The Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and performance of the work.

Bid

The undersigned Bidder having examined the Specifications and Contractual Documents and having satisfied themselves as to all conditions to be encountered, hereby proposes to furnish all labor, material and equipment and perform all work necessary to complete Project No P51060 in accordance with this Bid, **the Contract Plans, applicable Building Codes, Section 100 of the City of Springfield Standard Construction Specifications, 1994 Edition and all subsequent modifications, Parts 00200 through 03000 of the 2015 Oregon Standard Specifications for Construction the, Special Provisions, and all other Contractual Documents at the prices and on the terms herein contained.**

Bid Guarantee

As required by ORS 279C.365(5) each Bid shall be accompanied by a Bid Bond, cash, or a certified or cashier's check written upon a bank in good standing and in a form acceptable to the City, payable to the Finance Director of the City of Springfield, Oregon, in an amount equal to at least 10 percent of the total amount of the Bid. Bid Bonds shall be issued by a surety company registered to issue bonds in the State of Oregon, and utilizing a bond form acceptable to the City. The City will accept AIA Document A310-2010. The Bid Bond may not be altered.

Such Bid Guarantee shall be forfeited and become the property of the City in case the Bidder shall fail or neglect to furnish a satisfactory Performance and/or Payment Bond issued by a viable bond company acceptable to the City as required by ORS 279C.380 and to execute the Contract within ten (10) days

(Saturday, Sunday, and holidays excepted) after receiving Contract from the City for execution. For information regarding Performance and Payment Bond requirements see City of Springfield Contract document, Section 5. City Bonding.

Bid Acceptance Period

This Bid will remain subject to acceptance for a period of 60 days after the bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of the City.

Contract Award

Bids will be accepted and awarded in accordance with Oregon Public Contracting Law and Section 103.01 of the City's most recent version of the Standard Construction Specifications.

Prior to awarding the Contract, the City may, at its sole discretion, require Contractors and/or Subcontractors to demonstrate to the City's satisfaction that they have a complete and clear understanding of all requirements of the Prevailing Wage Rate Laws contained in ORS 279C.800 through 279C.870 and possess the expertise necessary for fulfilling their obligations pertaining to these requirements throughout the administration of the Contract. In determining competency, the City may consider Certified Payroll Reports submitted by the Contractor and/or Subcontractor for projects previously performed for the City, copies of Certified Payroll Reports submitted to other public entities, references from other public entities attesting to the Contractor's expertise, or an interview with the Contractor regarding their personnel resources and expertise or their ability to obtain the resources and expertise necessary to meet all contractual responsibilities in accordance with ORS 279C.375.

Contract Time of Completion

The contractor shall not begin work under this Bid until written Notice to Proceed has been received.

a. Construction Timeframe

The contractor shall complete the work under this Bid between May 4th, 2023 and November 30th, 2023.

b. Construction Delays

The Contractor shall apply for any extensions of time as specified in Subsection 108.06 of the Standard Construction Specifications.

Time is of the Essence

Time is of the essence in the Contractor's performance of the Contract. Delays in the Contractor's performance of the work may inconvenience the public, interfere with business and commerce, result in moisture-related damage to critical building components, and increase cost to the City. It is essential and in the public interest that the Contractor prosecute the work vigorously to Contract completion. The City does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time of Completion shown below, or as adjusted by Contract Change Order, has expired.

Liquidated Damages

The City of Springfield and the Contractor agree that; (a) the amounts so fixed are reasonable forecasts of just compensation for the harm that is caused by the breach; (b) the harm that is caused by the breach is one that is incapable of or very difficult of accurate estimation; and, (c) the amount so fixed is not fixed as a penalty to coerce performance of the Contract but is rather intended to be a genuine pre-estimation of injury to the City of Springfield in lieu of performance within the contract time by the Contractor.

c. Delay

It is agreed by the City of Springfield and by the Contractor that the need exists for a damage provision in the event the Contractor fails to complete the work within the Contract time specified, or any extension thereof, by the City of Springfield. The City of Springfield and the Contractor further agree that the Contractor shall be liable to the City of Springfield for fixed, agreed and liquidated damages for each and every calendar day of delay in the amount of \$500 per day in accordance with Subsection 108.07 of the Standard Construction Specifications.

d. Failure to Report Spills

The contractor also agrees to liquidated damages in the amount of \$500.00 per incident for failure to report sewage spills plus an amount sufficient to reimburse the City for any civil and administrative penalties paid by the City as a result of the contractor's failure to report. Failure to report sewage spills may subject the City to (1) civil penalties of up to \$32,500.00 per day of violation pursuant to Section 309(d) of the Clean Water Act, 33 U.S.C. § 1319(d); (2) administrative penalties of up to \$11,000.00 per day for each violation, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. § 1319(g); or (3) civil action in federal court for injunctive relief pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b).

Certifications

The undersigned hereby certifies that:

- 1.) If awarded the Contract, that they shall fully comply with all provisions regarding the prevailing wage rates as required by ORS 279C.800 to 279C.870 and/or 40 U.S.C. 2762 as applicable.
- 2.) The Contractor, Subcontractor, suppliers of materials or services, and others engaged by the Contractors, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the City of Springfield and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree.
- 3.) The Contractor, Subcontractor or other person doing, or contracting to do, or contracting for the whole or any part of the work on the Contract shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 4.) In conformance with OAR 137-049-0440(3) and ORS 279A.110(4) the Contractor has not, and will not, discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.
- 5.) In accordance with ORS 279C.505, the Contractor will;
 - a) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the Contract.
 - b) Promptly pay all contributions or amounts due the State Industrial Accident Fund, or private carrier of accident insurance, from such Contractor or Subcontractor incurred in the performance of the Contract. If a private carrier is used, the Contractor shall notify the Engineer as to the carrier's name and address before commencement of work.
 - c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
 - e) Have an employee drug testing program in place at the time of signing the contract and will maintain such drug testing program in place over the life of the Contract. Upon request, the Contractor shall furnish a copy of the employee drug testing program to the City.
- 6.) In accordance with ORS 279C.510, If demolition is involved, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective as required by ORS 279C.510(1). If lawn or landscaping maintenance is involved, the Contractor shall compost or mulch yard waste in an approved site, if feasible and cost-effective as required by ORS 279C.510(2).
- 7.) In accordance with ORS 279C.520, no person will be employed by the Contractor or Subcontractor for more than 10 hours in any one day, or 40 hours in any one week except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and one-half the regular rate of pay for all times worked in excess of eight

hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on a Saturday, Sunday and on any legal holiday specified in ORS 279C.540.

- 8.) In compliance with ORS 279C.525 the Contractor has received and reviewed Federal, State and local agencies that may have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of this Contract as identified under Section 13 of the Contract. Accordingly, if the Contractor is delayed or must undertake additional work by reason of ordinances, rules, or regulations relating to the prevention of environmental pollution and the protection of natural resources subsequent to the date of submission or the successful quote, the City may:
 - a.) Terminate the Contract,
 - b.) Complete the work itself,
 - c.) Use non-owner forces already under contract with the City of Springfield,
 - d.) Solicit bids for a new contractor to provide the necessary services under competitive bid requirements 279C,
 - e.) Issue the Contractor a change-order setting forth additional work that must be undertaken.
- 9.) In accordance with ORS 279C.530, the Contractor will;
 - a.) Promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incidental to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor:
 1. May or shall have deducted from the wages of his employees for such services pursuant to the terms of Oregon Revised Statutes and any contract entered in pursuant thereto; or
 2. Collected or deducted from the wages of his employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service; and
 3. All employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall ensure that each of its Subcontractors complies with these requirements.
- 10.) No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the *List of Contractors Ineligible to Receive Public Works Contracts*, as established by the Bureau of Labor and Industries, will perform work under this Contract, as specified in ORS 279C.860.
- 11.) No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the Construction Contractor's Board *Not Qualified to Hold Public Contracts* list, will perform work under this Contract, as specified in ORS 701.227(4).
- 12.) The Contractor performing work on this project shall have a current, valid certificate of licensure issued by the Construction Contractor's Board in accordance with ORS 701 and, if performing work described in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.560 as applicable in place at the time the quote is presented.
- 13.) Prior to performing any work under the Contract all Subcontractors shall have a current, valid certificate of licensure issued by the Construction Contractor's Board in accordance with ORS 701 and, if performing work described in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.520 as applicable.

- 14.) If the Contract specifies that the project includes Asbestos Abatement, the Contractor and all Subcontractors performing work on the project shall be licensed in accordance with ORS 467A.720 prior to performing any work on the project. Certification of compliance shall be presented to the City upon request.
- 15.) The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the City of Springfield for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract.
- 16.) The Contractor and all Subcontractors shall comply with all applicable provisions of the Americans With Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

Bid Addenda

All Addenda issued are considered to be part of the specifications of the Invitation to Bid and, as such, are as incorporated into the Contract as specified in Section 104.02 of the Standard Construction Specifications.

By signing below, I acknowledge the receipt of the following Addenda documents and certify that the specifications contained in each have been considered and incorporated into the Bid as presented. All Addenda must be included with the Bid submitted.

Addenda Number	Addenda Date

Declarations

As required by ORS 305.385(6), under penalty of perjury, by signing below the Contractor represents that, to the best of their knowledge, neither they nor any applicable Subcontractors performing work under the Contract are in violation of any tax laws as described in ORS 305.380(4) and have complied with the tax laws of this state or a political subdivision thereof including, but not limited to, ORS 305.620 and ORS Chapters 316, 317 and 318. The Contractor shall also covenant to continue to comply with the tax laws of this state or a political subdivision thereof during the term of the Contract and that Contractor’s failure to comply with such laws prior to execution of the Contract or during the term thereof is a default for which the City may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

The undersigned Bidder declares that the only persons or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this project.

I have read, fully understand, and agree that as Bidder I, and all Subcontractors, will comply with all of the terms and conditions of the contract for which this Bid is presented. By signing below I attest that I am an officer or a duly authorized representative of the business listed below and that I possess the legal authority to submit this Bid for consideration.

If the Bid is submitted by a joint venture and is in the name of the joint venture, by signing below I certify that all parties have examined this Bid, including all requirements and the Contract terms and conditions and, if successful, the joint venture shall execute a Contract which incorporates the stated requirements, terms and conditions.

Bidder's Signature _____

Bidder's Name *(Please Print)* _____

Title _____

Business Name _____

Business Address _____

City _____ State _____ Zip _____

Phone Number _____ Cell Phone _____

E-mail Address _____ Fax Number _____

Date _____



City of Springfield
225 Fifth Street
Springfield, OR 97477

Instructions to Bidders

Local Funding Sources

1. Contracting Law

The Bidder is presumed to be familiar with all federal, state, and local laws, ordinances and regulations, orders and decrees which affect those engaged or employed in the work, materials, or equipment used in the proposed construction or which may affect the conduct of the work. If the Bidder or Contractor shall discover any provision in the Contract Documents which is contrary to or inconsistent with any law, ordinance, or regulation, he/she shall immediately report it to the Owner in writing.

The Contractor, Subcontractor, suppliers of materials or services, and others engaged by the contractors, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the City of Springfield and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree.

2. Prequalification

There is no prequalification application to this Contract. Bidders unfamiliar to the City and who are not currently pre-qualified with the City may be required to prove to the City that they have the adequate resources, experience and equipment to complete the work. In this regard, please thoroughly review and comply with the requirements of Section 5.8 References.

3. Contract Documents

3.1 Plans and Specifications

Plans, Specifications, and any additional information relative to this project which are on file in the City Engineer's Office shall be made available there for inspection by prospective Bidders.

3.2 Examination of Contract Documents and Site of Work

Bidders shall determine for themselves all the conditions and circumstances affecting the projected cost of the proposed work by personal examination of the site, Contract Documents, and by such other means. It is understood and agreed that the City has obtained information regarding underground or other conditions or obstructions depicted in the Contract Documents from data at hand. There is no expressed or implied agreement that such conditions are fully or correctly shown, and the Bidder must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

3.3 Interpretation of Contract Documents

If it should appear to a Bidder that the work to be done is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder shall make written inquiry regarding same to the individual shown, in the manner instructed and within the timeframe indicated in the Invitation to Bid advertisement. Questions received will be evaluated and if, in the judgment of the City, the response does not alter or amend the requirements or scope of the Invitation to Bid, but merely clarifies existing information, the response will be entered on the Clarifications Log and posted to the project webpage as shown in the Invitation to Bid. If, in the judgment of the City, additional information or interpretation is necessary, such information shall be supplied in the form of an addendum to all individuals, firms, and corporations listed on the Plan Holders List and those individuals that attended the Pre-Bid Meeting and provided an accurate e-

mail address on the sign-in sheet. Such addenda shall have the same binding effect as though contained in the main body of the Contract Documents. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addenda issued by City.

3.4 Addenda to Contract Documents

Any addenda issued by the City, which may include changes, corrections, additions, interpretations, or information issued 72 hours or more before the scheduled closing time for filing the Bids shall be binding upon the Bidder. Addenda will be posted to the City's website at [Invitations to Bid - City of Springfield Oregon \(springfield-or.gov\)](http://www.springfield-or.gov); click under the project the addenda pertains to. The Contractor should check the website frequently for new postings during the open bid period. The City shall make a reasonable effort to notify all individuals, firms, and corporations listed on the Plan Holders List and those individuals that attended the Pre-Bid Meeting and provided an accurate e-mail address on the sign-in sheet when addenda are issued. Failure of the Contractor to receive or obtain such addenda shall not excuse them from compliance.

4. Estimate of Listed Quantities

The estimate of quantities of work to be done under unit price bids is approximate and is given only as the basis of calculation for comparison of Bids and award of the Contract. The Owner does not agree that the actual amount of work will correspond precisely to the amount as shown or estimated. Payment will be made at unit prices under a Contract only for work actually performed or materials actually furnished according to actual measurements.

The Owner reserves the right to increase or decrease the amount of any class or portion of the work. No such change in the work shall be considered as a waiver of any condition of the Contract, nor shall such change invalidate any of the provisions thereof.

5. Bid

5.1 Bid Submittal and Forms

The complete set of bid documents for this project consists of two sections, the Invitation to Bid Documents and the Project Plan Set.

For the City of Springfield to consider your bid responsive, you must include all documents listed in the Instruction to Bidders, in numerical order according to the Table of Contents.

The forms that must be included with all bid submittals, include:

1. Bid Submittal, Terms and Declarations
2. First-Tier Subcontractor Disclosure Statement
3. Financial Responsibility Form
4. Certificate of Compliance Statement of Nondiscrimination
5. Minority, Woman and Emerging Small Business/Disadvantaged Business Enterprise Form (MWESB)
6. Non-Collusion Affidavit
7. Bid Bond

The Project Plan Set is not required to be submitted as part of your bid.

Additionally, any addendums or revisions must be acknowledged and submitted with your Bid.

The Bid Submittal, Bid Bond, Certified Check, or Cashier's Check shall be enclosed in a sealed and labeled envelope. The outside of the envelope shall plainly identify: The project name and project number and (2) The Bid opening date. All Bids must be clearly and distinctly typed or written with ink or indelible pencil. Unless otherwise specified, Bidders shall bid on all Bid items, and must include in their Bid prices the entire cost of each item of work set forth in the Bid.

Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required in a Bid embracing alternate Bids. If, in the opinion of the City, the items or prices in any Bid appear unbalanced, incomplete, or fail to comply with all the terms required, the Bid may be rejected.

Sealed Bids shall be labeled clearly, addressed to Sam Kelly-Quattrocchi, Legislative & EcDey Analyst, Contracts Analyst, City Manager's Office 225 5th Street, Springfield, OR 97477 at, or before, the time and date noted on the Invitation to Bidders, after which time the Bids will be publicly opened and read aloud.

All Bids shall be on the form furnished by the City, and in addition to necessary unit price items and total prices in the column of totals to make a complete Bid, all applicable blanks giving general information must be filled in and the Bids signed by an officer or duly authorized representative of the Bidder. The only exceptions to this requirement are the Performance Bond, Payment Bond and the Contract documents which are provided here as a reference. However, if you are awarded the Bid, you will be required to submit fully executed copies of these documents up request.

5.2 First Tier Subcontractor Statement

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370). If the total Bid price for the contract exceeds \$100,000, the Bidder shall submit on the form provided (within two working hours of the date and time of when the bids are due), a list of all first-tier subcontractors (those entities that would be contracting directly with the prime Contractor) which will be furnishing labor or material on the Contract whose subcontract value would be equal to or greater than 5 percent of the total Bid price, but at least \$15,000. Also, any Subcontractor with a subcontract value greater than \$350,000, regardless of the percentage of the total Bid price, must be listed. The following information must be listed: a) The Subcontractor's name and address, b) The Subcontractor's Construction Contractor Board registration number, if one is required, and c) The subcontract dollar value. If no subcontractors are being used that are subject to the above disclosure requirements, the Bidder is required to indicate "None" on the accompanying form. The form may be submitted with the Bid or may be submitted separately in a separate envelope from the Bid within two hours after the bid opening. The envelope containing the form should be marked "Subcontractor Disclosure Form Submitted for Project P51060" and should also be marked with the name of the Bidder.

5.3 Non-Discrimination

Pursuant to ORS 279A.110, that the bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The bidder understands that it may be disqualified from bidding on this public improvement project if the Agency finds that the bidder has violated subsection (1) of ORS 279A.110. The Bidder certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 (House Bill 3060, 2017) of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.

5.4 Non-Collusion

The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid. This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any

jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement. The bidder understands and acknowledges that the above representations are material and important and will be relied on by the Agency, in awarding the contract(s) for which this bid is submitted. The bidder understands that any misstatement in this certification is and shall be treated as fraudulent concealment from the Agency, of the true facts relating to the submission of bids for this contract.

5.5 Compliance With Oregon Tax Laws:

By signature on this bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of bidder, that the undersigned has authority and knowledge regarding bidder's payment of taxes, and that bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), and 323 (Cigarettes And Tobacco Products Tax), and any local taxes administered by the Department of Revenue under ORS 305.620.

5.6 Withdrawal, Modification, or Alteration of Bid

A Bid may be withdrawn on written or telegraphic request of the Bidder prior to the scheduled closing time for filing Bids. No Bidder may withdraw its Bid or any portion thereof after the time set for the opening of Bids until a Contract has been awarded and executed or until sixty (60) days have elapsed since the Bid opening. Negligence on the part of the Bidder in preparing its Bid confers no right to withdraw its Bid after the scheduled closing time for filing Bids.

Prior to the scheduled closing time for filing Bids, changes may be made provided the changes are initialed by the Bidder or its Agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to the City will prevail.

5.7 Late Bids

Bids received after the scheduled closing time for filing Bids as set forth in the Invitation to Bidders will be rejected and returned unopened to the Bidder unless such closing time is extended by the City.

5.8 References

In order to comply with the requirements of ORS279C.375 regarding the determination of bidder responsibility, completion of the *Financial Responsibility Form* included in the Invitation to Bid documents must be completed in full. The City will use the information provided to ascertain the financial responsibility of the bidder as it pertains to the specific criteria to be considered prior to award of a public works contract.

The City reserves the right to investigate the references, financial capacity, credit history and past performance of any Bidder, including service(s) provided to City of Springfield, with respect to their successful performance on other projects; compliance with specifications and contractual obligations; expertise regarding the completion and submission of Certified Payroll Reports; completion or delivery of a project on schedule and within budget; and its lawful payment of suppliers, subcontractors and workers. The City reserves the right to use any information or reference that may be discovered in evaluating any bid. The City reserves the right to find a bid to be nonresponsive for failure or refusal of bidder to provide all information in a timely manner, as requested. The city may postpone issuance of a Notice of Intent to Award in order to complete its investigation. The City reserves the right to reject any bid at any time prior to the City's execution of a Contract in the event reference checks prove unsatisfactory. The City's investigation may include Bidder's previous business entities of the principals involved. If more than one Bidder is involved the City may investigate each entity. In the event that the city requests information from the Bidder the completeness of the information submitted, its veracity and the extent to which it has been independently verified will impact the City's decision.

5.9 Bid Ownership

All material submitted by the Contractor shall be considered the property of the City, and as such, shall not be returned to the Contractor after the deadline for submission of the Bid in question has passed. After opening, all bids will become part of the public record unless exempt under Oregon Public Records Law, see ORS 192.501, ORS 192.502 and ORS 279C.340.

5.10 Rejection of Bids

The City reserves the right to reject any or all Bids in whole, or in part, or to waive irregularities not affecting substantial rights.

General or evasive replies will be considered grounds for rejection of the Bid as incomplete. The successful Bidder may be required to appear before the City Council and submit satisfactory evidence that he or she has the necessary capital and is qualified and prepared to prosecute the work to the full satisfaction of the Engineer.

The City also reserves the right to reject any Bid which is 10 percent greater or 20 percent less than the Engineer's estimate or any Bid which contains item bids which vary more than 30 percent plus or minus from the Engineer's item bid estimate.

6. Payments by Contractor

6.1 Wages

It is agreed that if this project qualifies under Oregon law as a prevailing wage rate public works project, each worker in each trade or occupation employed in the performance of this Contract either by the Contractor, Subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract, must be paid not less than the applicable prevailing wage rate. If this project contains both federal and state funds, the hourly wages shall be not less than the higher of the state or the federal amount of the prevailing rate of wage. Prevailing wage rate payments include fringe benefits, for each trade or occupation in the locality where such labor or work is performed, as determined by the commissioner, in which the workers are employed. The existing rate of wage is the rate, in effect at the time the initial specifications were first advertised for bid solicitations as determined by the Commissioner of the Bureau of Labor and Industries under ORS279C.815.

If any dispute arises as to what is the prevailing rate of wage for the same trade or occupation in the locality and if that dispute cannot be settled by the parties involved, the dispute may be referred to the Commissioner of the Bureau of Labor and Industries, who shall then determine the prevailing rate of wage for the same trade or occupation in the locality.

It shall be the responsibility of the Contractor and any Subcontractor to post the prevailing wage rates on the job site in a conspicuous place which is accessible to employees and must remain posted for the duration of the job.

6.2 Certification

No Bid will be received or considered by the City unless the Bid contains a statement by the Bidder as part of the Bid that the Bidder shall comply with provisions regarding prevailing rates of wages required by ORS 279C.840.

CITY OF SPRINGFIELD CONTRACT
State and Local Funding Sources



Project No. P51060

Project Title: **Springfield Justice Center Roof Replacement Project**

Description: Roof overlay of the entire Springfield Justice Center (Ancillary Building, Police Station/Municipal Courts Building, and the Municipal Jail Building). Roof overlay consists of covering the existing TPO single-ply roof membrane with a new PVC single-ply roof membrane assembly. Demolition of existing sheet metal components where indicated and replacement with new. Installation of two new fall protection tie-off anchors.

THIS CONTRACT made and entered into this _____ day of _____, 20____, between the City of Springfield, under and by virtue of the Charter, Laws, and Ordinances of the said City of Springfield, and the laws of the State of Oregon, and _____ hereinafter called the Contractor.

WITNESSETH:

That in consideration of the payments, covenants, and contracts hereinafter mentioned, attached and made a part of this Contract, to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

1. GENERAL REQUIREMENTS

This Contract, signed by both parties, supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. This Contract, as signed by both parties, shall be composed of each and every one of the following listed parts and all approved revisions thereto; and shall be interpreted so as to give the effect to the purpose of the Contract. In the event of a conflict or ambiguity, the precedence provision of Section 104.03 shall apply.

1. Change Orders
2. Addenda to the Special Provisions
3. Special Provisions
4. Addenda to General Conditions and Standard Specifications
5. General Conditions and Specifications
6. Contract Plans
7. Standard Drawings
8. Instruction to Bidders
9. Bid Proposal

The Contractor shall furnish all materials, tools, equipment, and labor, and do all work necessary and incidental to completing this Contract, in accordance with the requirements of the documents pertinent thereto, including those listed in Section 104.02 of the Standard Specifications in their entirety, which are also set forth hereinabove.

The Contractor shall so complete this Contract and present same to the City on or before the time specified in the Bid Proposal. The total probable estimated cost of the Contract as stated on the Bid is

_____.

It is agreed that the actual final total cost per item and total Contract may vary in accordance with the provisions of the Bid, Section 102.10 of the Standard Specifications, and Article 4 of the Instructions to Bidders.

2. CONTRACT COMPLETION

The City of Springfield hereby promises and agrees, with the Contractor, to contract with and does hereby contract with the Contractor to complete this Contract in accordance with the above requirements, including any change orders, provided that a reasonable and equitable change order can be agreed upon between the Contractor and the City. In event of failure to so agree on any required change order, the City may then proceed with such work in any manner the City may elect. Such a situation and action by the City shall in no way relieve either the Contractor or the City of their respective obligations and responsibilities regarding all other requirements of this Contract.

3. FULL PERFORMANCE BY CONTRACTOR

The Contractor, for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. NO LIABILITY TO CITY

It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

5. CITY BONDING

The Contractor shall file with the City of Springfield at the time of execution of this Contract both a Performance Bond and Payment Bond issued by a surety company registered to issue bonds in the State of Oregon and utilizing bond forms acceptable to the City. The City will accept A.I.A. Document A312-2010 Performance and Payment Bonds (sample forms enclosed). The Bonds may not be altered.

The bonds shall be in the amounts of one hundred percent (100%) of this Contract. All bonding shall remain in force for one (1) year after the date of City Council acceptance of the work, to cover all guarantees against defective workmanship and materials and execution of and in accordance with this Contract, and to guarantee payment to all persons supplying labor and materials for the construction of the work. Failure to maintain the proper bonding shall be grounds for immediate termination of the Contract.

6. HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of this Contract by the Contractor except, pursuant to ORS 30.140, for losses, claims, or actions resulting from the sole negligence of the City.

The Contractor shall assume all responsibilities for the work and bear all losses and damages directly or indirectly resulting to the Contractor, the City, or others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other causes whatsoever. The Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all

claims, liability, loss, damage, and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether an act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for, nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents, or employees. The absence of or inadequacy of the liability insurance required in section 7 shall not negate the Contractor's obligations in this paragraph.

7. INSURANCE

All insurance shall carry a rating of A- or better with A. M. Best and must be approved by the City as to terms, conditions and form prior to beginning work. Certificates of insurance evidencing all policies and endorsements required by this Contract shall be delivered to the Owner prior to the commencement of any work. The Owner has the right to reject any certificate or endorsement for unacceptable coverage and/or companies.

A. Liability and Property Damage

The Contractor shall maintain in force for the duration of the Contract, to include the warranty period, a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate. The policy will be endorsed with Additional Insured, Per Project Aggregate, Products and Completed Operations and Primary and Noncontributory endorsements. The City, its employees, officials and agents will be named as Additional Insured's where operations are being conducted related to this Contract on the Commercial General policy as respects to work or services performed under this Contract to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or Subcontractors. The following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such." The City's Additional Insured status for Products and Completed Operations hazards shall extend for at least one year beyond formal Council acceptance of the project. This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the CITY may carry on its own. A 30-day notice of cancellation or material change in coverage clause shall be included.

The Contractor shall maintain in force for the duration of the Contract, to include the warranty period, an Automobile Liability insurance policy (owned, non-owned, and hired) with limits not less than \$1,000,000 per occurrence. The policy will be endorsed with Additional Insured and Primary and Noncontributory endorsements. The City, its employees, officials and agents will be named as Additional Insured's where operations are being conducted related to this Contract on the Automobile Liability policy as respects to work or services performed under this Contract to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or Subcontractors. The following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such." This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the CITY may carry on its own. A 30-day notice of cancellation or material change in coverage clause shall be included.

B. Workers' Compensation

The Contractor shall provide and maintain Workers' Compensation coverage with limits no less than \$500,000 for its employees, officers, agents, or partners, as required by applicable Workers' Compensation laws. If the Contractor is exempt from this coverage a written statement, signed by the Contractor, explaining the reason for the exemption will be provided to the City prior to commencement of any work.

C. Course of Construction and/or Installation Floater

The Contractor shall maintain in full force for the duration of this Contract an All-Risk insurance policy approved by the City as to terms, conditions and form covering the replacement cost of the work during the course of construction. The policy shall include the interests of the City and Architect/Engineer, as applicable, and the first two layers of Subcontractors. The amount of insurance shall equal the completed value of the Contract. The City, at its option, may elect to supply this coverage.

D. Asbestos Abatement (only applicable to Asbestos Specific Contracts)

If applicable to this Contract, the Contractor shall maintain in full force a Commercial General Liability policy approved by the City as to terms, conditions and form that is Asbestos Specific with a minimum limit of \$2,000,000 per occurrence and \$3,000,000 in the aggregate written on a form that meets the following criteria:

- a. A full occurrence form, or
- b. A limited occurrence form with at least a three-year (3) tail, or
- c. A claim made form with a three-year (3) tail.

E. Pollution Liability Coverage (only applicable to Pollution Specific Contracts)

If applicable to this Contract, the Contractor shall maintain in full force a Commercial General Liability policy approved by the City as to terms, conditions and form that is Pollution Specific with a minimum limit of \$2,000,000 per occurrence and \$3,000,000 in the aggregate written on a form that meets the following criteria:

- a. A full occurrence form, or
- b. A limited occurrence form with at least a three-year (3) tail, or
- c. A claim made form with a three-year (3) tail.

F. Professional Liability Coverage (only applicable to Contract if specified)

If Professional Liability insurance is required, the City must approve the terms, conditions and limits prior to commencement of any work.

G. Additional Policies and Special Coverages

Refer to the Special Provisions section of this Contract for additional coverages that may be required.

H. Railroad Protective Liability Coverage

If work being performed under this Contract is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage) Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by the City.

I. Subcontractors

The Contractor shall require all Subcontractors to provide and maintain General Liability, Auto Liability and Workers' Compensation insurance and, as applicable, Professional, Asbestos and Pollution Liability with coverage's equivalent to those required of the General Contractor in this Contract. The Contractor shall require certificates of insurance from all Subcontractors as evidence of coverage. Upon request, the Contractor shall provide certificates of insurance for all Subcontractors performing work on the project to the City.

J. Additional Insured Endorsement

All certificates of insurance, with the exception of Professional Liability and Railroad Protective Liability, must include an endorsement which lists the City of Springfield as a named additional insured. The following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such."

K. Evidence of Coverage and Notice of Cancellation or Material Change in Coverage

Evidence of the required coverages issued by a company satisfactory of the City shall be provided to the City by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in the coverage clause shall be included.

If the approved insurance company will not provide this 30-day notice, it shall be the responsibility of the Contractor to provide written notice to the City within two (2) days of the Contractor becoming aware that their coverage has been canceled or materially changed. The Contractor shall e-mail notification directly to Nathan Bell, Finance Director at nbell@springfield-or.gov with a copy to Amanda Clinton at aclinton@springfield-or.gov., Contracts Analyst. Regardless of the circumstances causing the Contractor's insurance coverage to cease or be modified, it is the Contractor's responsibility to notify the City as described above.

Failure to maintain the proper insurance or provide notice of cancellation or material change shall, at the City's option, be grounds for immediate termination of this Contract. _____

(Contractor initials)

L. Equipment and Material

The Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

8. INDIAN GRAVES AND PROTECTED OBJECTS

The Contractor warrants that it will observe all applicable requirements of ORS 97.740 et. seq. regarding Indian Graves and Protected Objects (ORS 358.905-.961 and ORS 390.235-.240).

In the event, the Contractor or any of its Subcontractors or agents discover, become aware of, or find any Native Indian Artifacts, sites, human remains, or funerary objects on the real property on which the Contractor is fulfilling this Contract, the Contractor will immediately safeguard the artifacts and site, halt construction activities at the area of the find, and immediately notify City. Such artifacts may include but not be limited to charred and cracked rocks or charcoal layers of soil indicating a hearth or oven, stone chips of obsidian and other colored rocks, stone bowls, arrow and spear points, stone tools, and bone fragments. All artifacts found shall be turned over to the City for appropriate disposition in accordance with applicable law. Upon receipt of notification the City will retain a consultant archeologist to conduct an initial assessment of significance of the find. The Contractor and City will work together to comply with all applicable requirements of ORS 97.740 et. seq. in a manner which has least impact upon the construction schedule. If compliance requires some adjustment of the construction schedule, the Contractor and the City shall make reasonable adjustments.

9. TIME IS OF THE ESSENCE

Time is of the essence in the Contractor's performance of the Contract. Delays in the Contractor's performance of the work may inconvenience the public, interfere with business and commerce, and increase the cost to the City. It is essential and in the public interest that the Contractor prosecute the work vigorously to Contract completion. The City does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time of Completion specified, or as adjusted by Contract Change Order, has expired.

A. Liquidated Damages

The City of Springfield and the Contractor agree that; (a) time is of the essence; (b) the amounts so fixed are reasonable forecasts of just compensation for the harm that is caused by the breach; (c) the harm that is caused by the breach is one that is incapable of or very difficult of accurate estimation; and, (d) the amount so fixed is not fixed as a penalty to coerce performance of the Contract but is rather intended to be a genuine pre-estimation of injury to the City of Springfield in lieu of performance within the Contract time by the Contractor or the Contractor's failure to report sewage spills. Therefore, it is agreed as follows:

1. Delay

It is agreed by the City of Springfield and by the Contractor that the need exists for a damage provision in the event the Contractor fails to complete the work within the Contract time specified, or any extension thereof, by the City of Springfield. The City of Springfield and the Contractor further agree that the Contractor shall be liable to the City of Springfield for fixed, agreed and liquidated damages for each and every calendar day of delay in the amount of \$500 per day in accordance with Subsection 108.07 of the Standard Construction Specifications.

2. Failure to Report Sewage Spills

The Contractor also agrees to liquidated damages in the amount of \$500.00 per incident for failure to report sewage spills plus an amount sufficient to reimburse the City for any civil and administrative penalties paid by the City as a result of the Contractor's failure to report. Failure to report sewage spills may subject the City to (1) civil penalties of up to \$32,500.00 per day of violation pursuant to Section 309(d) of the Clean Water Act, 33 U.S.C. § 1319(d); (2) administrative penalties of up to \$11,000.00 per day for each violation, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. § 1319(g); or (3) civil action in federal court for injunctive relief pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b).

10 . PREVAILING WAGE RATE PROVISIONS

Oregon law requires that if the prevailing wage rate law applies a public agency must pay the prevailing wage rate for all contracts over \$50,000. For contracts over \$50,000, the Contractor will comply with the applicable requirements of ORS 279C.800 through 279C.870 including the provisions in this Section 10.

A. Notice

In the event that the total cost of the Contract as specified in Section 1 "General Requirements" does not initially exceed \$50,000 but during the scope of work increases through amendments, change orders, additions, supplements, other contracts, or through any other reason or process, formal or informal, planned or unplanned, to an amount greater than \$50,000 then the entire Contract is covered under the requirements of the prevailing wage rate law as described below.

B. Prevailing Wage Rate

Each worker in each trade or occupation employed in the performance of this Contract either by the Contractor, Subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract, must be paid not less than the applicable prevailing wage rate. Prevailing wage rate payments include fringe benefits, for each trade or occupation in the locality where such labor or work is performed, as determined by the commissioner, in which the workers are employed. The existing rate of wage is the rate, in effect at the time the initial specifications were first advertised for bid solicitations as determined by the Commissioner of the Bureau of Labor and Industries under ORS279C.815. Information regarding the Prevailing Wage Rate that is applicable to this Contract is contained in the document titled "Prevailing Wage Information" which is included within the Invitation to Bid documents and is incorporated herein by reference.

C. Submission of Certified Payrolls

As specified in ORS 279C.845, the Contractor or the Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with the public agency 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 whom the Contractor or the Subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract. The certificate and certified 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 the certified statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. Certified statements (also referred to as certified payroll reports) shall be submitted to the City no later than the 5th business day of the following month for which the certified statement and certificate are being presented, regardless of whether any actual work is performed on the project or not. This information must be submitted to the City and also retained by the Contractor and Subcontractor(s) for three years.

Contracting agencies and general contractors are required to withhold 25% of amounts to Contractors if certified payrolls are not filed by the Contractor as required for work performed on projects subject to the prevailing wage rate law. Failure of Contractors to comply with the certified payroll filing requirements of the law, therefore, will result in a negative fiscal impact to those Contractors of up to 25% of their amount owed.

Each worker employed in the performance of this Contract, either by the Contractor or Subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work of the

Contract, must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

11. BONDING TO BE FILED WITH THE CONSTRUCTION CONTRACTOR'S BOARD

As specified in ORS. 279C.836, the Contractor shall file a public works bond with a corporate surety in the amount of \$30,000.00 with the Construction Contractors Board before starting work on a Contract for a public works project subject to the provisions of the Prevailing Wage Rate Law (ORS 279C.800 to 279C.870) with a total Contract price greater than \$100,000. In addition, as specified in ORS 279C.830, the Contractor shall include a provision in any and all subcontracts requiring all Subcontractors have a valid bond filed with the Construction Contractor's Board before starting work on a project, as applicable, unless exempt.

Exemptions from the bond requirement may be granted under specific circumstances as outlined in O.R.S. 279C.836(7) for certified disadvantaged, minority, women or emerging small business enterprises. The Contractor shall contact BOLI regarding qualifications for such exemptions.

If qualified, the enterprise must provide the Construction Contractor's Board with written notification of its certification. In addition, the enterprise must notify the City that a public works bond has not been filed and provide proof of qualification prior to commencing work.

By signing this contract, the Contractor certifies that the Contractor, and any Subcontractor who will perform work under this Contract, will file a public works bond with the Construction Contractors Board as required prior to beginning work on the project.

12. INELIGIBLE CONTRACTORS LIST

No Contractor, Subcontractor or any firm, corporation, partnership, or association in which the Contractor or Subcontractor has a financial interest who appears on the List of Contractors Ineligible to Receive Public Works Contracts, as established by the Bureau of Labor and Industries, will perform work under this Contract, as specified in ORS 279C.860.

No Contractor, Subcontractor or any firm, corporation, partnership, or association in which the Contractor or Subcontractor has a financial interest who appears on the Construction Contractor's Board Not Qualified to Hold Public Contracts list, will perform work under this Contract, as specified in ORS 701.227(4).

13. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS/TERMINATION FOR FAILURE TO COMPLY

The Contractor shall comply with all Federal, State, and local laws, codes, regulations, and ordinances applicable to the work performed under this Contract. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Contract. Damages or costs resulting from non-compliance shall be the sole responsibility of the Contractor. Other grounds for termination are set forth in Sections 108.11 and 108.12 of the Standard Construction Specification of the City of Springfield.

In accordance with ORS 279C.505, the Contractor shall;

- a) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the Contract.
- b) Promptly pay all contributions or amounts due to the State Industrial Accident Fund, or private carrier of accident insurance, from such Contractor or Subcontractor incurred in the performance of the Contract. If a private carrier is used, the Contractor shall notify the Engineer as to the carrier's name and address before the commencement of work.
- c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished.
- d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- e) Have an employee drug-testing program in place at the time of signing the Contract and will maintain such drug-testing program in place over the life of the Contract. Upon request, the Contractor shall furnish a copy of the employee drug testing program to the City.

In accordance with ORS 279C.510, If demolition is involved, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective as required by ORS 279C.510(1). If lawn or landscaping maintenance is involved, the Contractor shall compost or mulch yard waste in an approved site, if feasible and cost-effective as required by ORS 279C.510(2).

In accordance with ORS 279C.515, 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, or the assignee of the person, in connection with the Public Works Contract as such claim becomes due, the City of Springfield may pay such claim and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract. The 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.

If the Contractor or first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Public Improvement Contract within 30 days after receipt of payment from the contracting agency or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges in the amount of 9 percent per annum commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment unless payment is subject to a good faith dispute as defined in ORS 279C.580.

If the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the Public Improvement 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.

In accordance with ORS 279C.520, no person will be employed by the Contractor or Subcontractor for more than 10 hours in any one day, or 40 hours in any one week except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and one-half the regular rate of pay for all times worked in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through

Friday; and for all work performed on a Saturday, Sunday and on any legal holiday specified in ORS 279C.540.

The Contractor, Subcontractor or other person doing, or contracting to do, or contracting for the whole or any part of the work on the Contract shall give notice to employees working on the Contract project in writing, either at the time of hire or before commencement of work on the Contract, and by posting a notice in a conspicuous location which is accessible to and frequented by employees, of the number of hours per day and days per week that the employee may be required to work. The posting must remain in place for the duration of the job.

In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of City of Springfield contracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.

If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under Contract with the City, require that the underlying property owner be responsible for cleanup, solicit bids for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.

If the Contractor encounters a condition not referred to in the Invitation to Bid documents, not caused by the Contractor or any subcontractor employed on the project and not discoverable by a reasonable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the Contractor shall immediately notify the City of the condition.

FEDERAL AGENCIES

Department of Agriculture
Forest Service
Soil Conservation Service
Department of the Army Corps of Engineers
Coast Guard
Department of Health and Human Services
Department of the of Interior
Bureau of Indian Affairs
Bureau of Land Management
Bureau of Outdoor Recreation
Department of Commerce

Fish and Wildlife Service
Office of Surface Mining
Reclamation and Enforcement
Bureau of Reclamation
Department of Labor
Occupational Safety and Health Administration
Mine Safety and Health Admin
Department of Transportation
Federal Highway Administration
Environmental Protection Agency

STATE AGENCIES

Department of Agriculture
Department of Energy
Department of Environmental Quality
Department of Fish and Wildlife

Department of Human Resources
Land Conservation and Development Commission
Division of State Lands
State Soil and Water Conservation Commission

Department of Forestry
Department of Geology and Minerals

Water Resources Department
Oregon Department of Transportation

LOCAL AGENCIES

City of Springfield
Planning Commission, City of Springfield
Springfield Development and Public Works
Metropolitan Wastewater Management Commission
City of Springfield Urban Renewal Districts -
Downtown and Glenwood
Springfield Utility Board

Lane County
Planning Commission, Lane County
Willamalane
Lane Regional Air Protection Authority
Lane Council of Governments
Rainbow Water District
Emerald People's Utility District

In accordance with ORS 279C.530, the Contractor will;

Promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incidental to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor:

- a) May or shall have deducted from the wages of his employees for such services pursuant to the terms of Oregon Revised Statutes and any contract entered in pursuant thereto; or
- b) Collected or deducted from the wages of his employees pursuant to any law, Contract, or agreement for the purpose of providing or paying for such service; and
- c) Will 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.

In accordance with ORS 279C.580, each subcontract the Contractor enters into with a first-tier Subcontractor for property or services, including a material supplier, for the purpose of performing this Contract must include the following:

- a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the contracting agency pays to the Contractor under the Public Improvement Contract.
- b) A clause that requires the Contractor to provide a first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor.
- c) A clause that requires the Contractor, except as otherwise provided, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:

- 1.) Notifies the Subcontractor in writing at least 45 days before the date on which the Contractor makes the change; and
 - 2.) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
- d) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within 30 days after receiving payment from the contracting agency, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A Contractor or first-tier Subcontractor is not 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 the contracting agency or Contractor when payment was due. The interest penalty:
- 1.) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and
 - 2.) Is computed at the rate specified in ORS 279C.515 (2).

The Contractor shall require the first-tier Subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (3) of ORS 279C.580 in each of the first tier Subcontractor's subcontracts and to require each of the first-tier Subcontractor's Subcontractors to include such clauses in the first-tier Subcontractors' subcontracts with each lower-tier Subcontractor or supplier.

14. NONDISCRIMINATION

The Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

15. RIGHTS IN DATA/OWNERSHIP OF WORK PRODUCT

- (a) Work Product - All Work Product created by the Contractor and originated and prepared for the City of Springfield pursuant to this Contract, including derivative works and compilations, and whether such Work Product is considered a "work made for hire," shall be the exclusive property of the City. The ideas, concepts, know-how, or techniques developed during the course of this Contract by the Contractor's personnel can be used by either party in any way it may deem appropriate. Material already in the Contractor's possession, independently developed by the Contractor outside the scope of this Contract, or rightfully obtained by the Contractor from third parties, shall belong to the Contractor irrespective of their similarity to materials which might be delivered to the City of Springfield pursuant to this Contract. The Contractor shall not, however, use any written materials developed under this Contract in developing materials for others, except as provided in this section.
- (b) Limited City Indemnity - If the City reuses or modifies the Work Product without the Contractor's involvement or prior written consent, to the extent permitted by Article XI, Section 7, of the Oregon Constitution, and subject to the protections afforded by the Oregon Tort Claims Act, the City shall indemnify the Contractor, within the limits of the Tort Claims Act and any other protections afforded

the City, against liability for damage to life or property arising from the City's reuse or modification of the Work Product; provided however, the City shall not be required to indemnify the Contractor for any such liability arising out of or related to defective Plans and Specifications, or Contractor's breach of the Contract, professional negligence, or the negligent or wrongful acts of the Contractor's Subcontractors, employees, or agents in preparing the Plans and Specifications or testing and inspection conducted for the Project.

- (c) Contractor Use of Work Product - The Contractor, despite other conditions of this provision, shall have the right to utilize such Work Products on its brochures or other literature that it may disseminate for its sales promotions, and in addition, unless specifically otherwise prohibited elsewhere in the Contract documents, the Contractor may use its standard line drawings, specifications, and calculations on other, unrelated projects.

16. PATENTS, COPYRIGHTS AND TRADEMARKS

Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of legal right. The Contractor shall indemnify, defend, and hold harmless the City from claims of patent, copyright, or trademark infringement, and from costs, expenses, and damages the Contractor or the City may be obligated to pay as a result of such infringement during or after completing the work.

17. ASSIGNMENT

The Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the City of Springfield. No such written approval shall relieve the Contractor of any obligations of this Contract, and any transferee or Subcontractor shall be considered the agent of the Contractor. The Contractor shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

18. SUBCONTRACTING

Subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to the terms of this Contract. Whether stated in the Subcontract Agreement itself or not, the Contractor shall remain solely responsible for administration of the subcontract, including, but not limited to the performance of the subcontracted work, progress of the subcontracted work, payment for accepted subcontracted work, and disputes and claims for additional compensation regarding all subcontracted work.

The City's approval of a Subcontractor will not create a contract between the City and the Subcontractor, shall not convey to the Subcontractor any rights against the City, and shall not relieve the Contractor or the Contractor's Surety of any of their responsibilities under this Contract.

19. DUAL PAYMENT

The Contractor shall not be compensated for work performed under this Contract from any City of Springfield agency other than the agency which is a party to this Contract.

20. ACCESS TO RECORDS

The City of Springfield and its duly authorized representatives shall have access to books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcripts.

21. FORCE MAJEURE

Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Springfield may terminate this Contract upon written notice after determining such delay or default will unreasonably prevent successful performance of the Contract.

22. AMENDMENTS

The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the City of Springfield. No modification of this Contract shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

23. WAIVER

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

24. 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.

25. CAPTIONS

The headings, subheadings and titles to paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract. They do not form a part of this Contract, and shall not be used in construing this Contract.

26. ATTORNEY FEES

In the event a lawsuit of any kind is instituted on behalf of the City of Springfield to enforce any provision of this Contract, the Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.

27. REMEDIES

This Contract shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for

resolving any disputes involving this Contract, any breach of this Contract, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Contract shall not be construed more favorably to the City due to the preparation of this Contract by the City.

28. OWNERSHIP STATUS

Both parties understand and acknowledge that the City is a public body as specified in ORS 30.260 and maintains its status as a public body and retains all immunities and privileges granted it and its officers, agents, and employees by the Tort Claims Act (ORS 30.260 – ORS 30.295) and any and all other statutory rights granted the City as a result of its status as a public body.

29. SUCCESSORS IN INTEREST

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

IN WITNESS WHEREOF: The said City has caused these presents to be executed by its City Manager (or Designee) as authorized by Ordinance 6281 of the Common Council of the City of Springfield, and the said Contractor has caused these presents to be executed itself.

CITY OF SPRINGFIELD, OREGON
(A Municipal Corporation)

CONTRACTOR

By:

By:

City Manager <Insert Signer's Title>

Name of Company *(Please Print)*

Date:

Contractor's Signature

Name: *(Please Print)*

Title: *(Please Print)*

Date

Business Address

City

State

Office Phone

Cell Phone

E-Mail Address

PREVAILING WAGE RATE INFORMATION

Prevailing Wage Rates information can be found at the following website:

<https://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2019.aspx>

For the proper Prevailing Wage Rates applicable to this project please refer to the following publications:

- 1.) *Prevailing Wage Rate Publication; Prevailing Wage Rates for Public Works Contracts in Oregon with an effective date of **January 1st, 2023.***

The following Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon also apply;

N/A

Effective January 1, 2023, Senate Bill 588 removes the exemption of sick time for employees covered by a collective bargaining agreement. You can find a list of frequently-asked-questions at BOLI's website: <https://www.oregon.gov/boli/employers/Documents/FAQ%20for%20SB%20588.pdf>. For any questions regarding sick time, please contact BOLI's Employer Assistance Program at 971-361-8400 or employer.assistance@boli.oregon.gov.

If you have prevailing wage rate questions, please contact the Wage and Hour Division's Prevailing Wage Rate Unit at 971-245-3844, Option 2, or PWR.Email@boli.oregon.gov.

SPECIAL PROVISIONS

SECTION A – General Requirements

A1.1 Codes and Standards

All work shall be performed in accordance with the highest standard of practice in the industry and shall be furnished in conformance with all applicable codes, statutes or standards that apply to this work including, but not limited to, any applicable Federal, State or City of Springfield Codes, Standards and Ordinances.

A1.2 Applicable Standard Specifications

Division 100, General Requirements, of the 1994 Edition of the Standard Construction Specifications of the City of Springfield, Oregon, including all revisions at date of Bid opening, and Parts 00200 through 03000 of the 2018 Oregon Standard Specifications for Construction shall apply to this Invitation to Bid and the ensuing construction contract, except as may be modified herein. If any section of the 2018 Oregon Standard Specifications for Construction should refer to Section 00100 of the same, the Bidder will instead refer to the equivalent section in Division 100 of the 1994 Edition of the Standard Construction Specifications, including all revisions at date of Bid opening. In the case of discrepancy, unless noted otherwise herein, the provision determined by the City to be more restrictive shall apply.

A1.3 Form of Proposal

REPLACE SECTION 102.02 "FORM OF PROPOSAL" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"The Proposal and the proposal guarantee in the form of a bid bond, certified check, or cashier's check, shall be enclosed in a sealed, labeled and addressed envelope, as required in the Instructions to Bidders and filed as required therein. The outside of the envelope shall plainly identify: (1) The project name and (2) The bid opening date.

All Proposals must be clearly and distinctly typed or written with ink or indelible pencil.

All Proposals shall be on the form furnished by Owner, and in addition to necessary unit price items and total prices in the column of totals to make a complete Bid, all applicable blanks giving general information must be filled in and the Bids signed by an officer or duly authorized representative of the Bidder. Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required, in a Proposal embracing alternate Bids. All bid documents except plans must be returned with the Bid.

Unless otherwise specified, Bidders shall bid on all Bid items included in the Proposal, and the low Bidder shall be determined as noted in Subsection 103.01 AWARD OF CONTRACT. Except as provided herein Proposals which are incomplete or fail to comply to all items required in the Proposal may be rejected."

INSERT IN ITS PLACE THE FOLLOWING:

"ALL BID DOCUMENTS, EXCEPT PLANS, MUST BE RETURNED WITH THE BID. This includes all documents contained in the original bid book, whether they require the completion of information or not, and any addendum that may be issued pertaining to the bid in question. The only exceptions to this are any plans or drawings, which are not required to be submitted as a part of your Bid.

The Bid Submittal, Bid Bond, Certified Check, or Cashier's Check shall be enclosed in a sealed and labeled envelope. The outside of the envelope shall plainly identify: (1) The project name and

project number and (2) The Bid opening date. All Bids must be clearly and distinctly typed or written with ink or indelible pencil. Unless otherwise specified, Bidders shall bid on all Bid items, and must include in their Bid prices the entire cost of each item of work set forth in the Bid.

Sealed Bids shall be addressed to and received at the Office of the Finance Director, City Hall, 225 Fifth St. Springfield, Oregon, 97477 at, or before, the time and date noted on the Invitation to Bidders, after which time the Bids will be publicly opened and read aloud.

All Bids shall be on the form furnished by the City, and in addition to necessary unit price items and total prices in the column of totals to make a complete Bid, all applicable blanks giving general information must be filled in and the Bids signed by an officer or duly authorized representative of the Bidder. The only exceptions to this requirement are the Performance Bond, Payment Bond, Statutory Public Works Bond and the Contract documents which are provided here as a reference. However, if you are awarded the Bid, you will be required to submit fully executed copies of these documents upon request. Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required in a Bid embracing alternate Bids.

If, in the opinion of the City, the items or prices in any Bid appear unbalanced, incomplete, or fail to comply with all the terms required, the Bid may be rejected."

A1.4 Proposal Guaranty and Organization

REPLACE SECTION 102.05 "PROPOSAL GUARANTY AND ORGANIZATION" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"Each Bid must be accompanied by a Bid Bond, cash or a certified or cashier's check upon a bank in good standing, payable to the Finance Director of the City of Springfield, Oregon, in an amount equal to at least 10% of the total amount of the bid. Such Proposal guaranty shall be forfeited and become the property of the City in case the Bidder shall fail or neglect to furnish a satisfactory Performance Bond and Payment Bond and to execute the Contract within 10 days (Saturday, Sunday and holidays excepted) after receiving said Contract from the City for execution. Bid bonds submitted shall be on the form provided by the City in the Bid document."

INSERT IN ITS PLACE THE FOLLOWING:

"As required by ORS 279C.365(4) each Bid shall be accompanied by a Bid Bond, cash, or a certified or cashier's check written upon a bank in good standing and in a form acceptable to the City, payable to the Finance Director of the City of Springfield, Oregon, in an amount equal to at least 10 percent of the total amount of the Bid. Bid Bonds shall be issued by a surety company registered to issue bonds in the State of Oregon, and utilizing a bond form acceptable to the City. The City will accept AIA Document A310-2010 Bid Bond (sample form enclosed). The Bid Bond may not be altered.

Such Bid Guarantee shall be forfeited and become the property of the City in case the Bidder shall fail or neglect to furnish a satisfactory Performance and/or Payment Bond issued by a viable bond company acceptable to the City as required by ORS 279C.380 and to execute the Contract within ten (10) days (Saturday, Sunday, and holidays excepted) after receiving Contract from the City for execution. For information regarding Performance and Payment Bond requirements see City of Springfield Contract document, Section 5. City Bonding."

A1.5 Interpretation of Contract Documents

REPLACE SECTION 102.07 "INTERPRETATION OF CONTRACT DOCUMENTS" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"If it should appear to a Bidder that the work to be done, or matters relative thereto, is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder may make written inquiry regarding same to the Engineer at least 5 days before the scheduled closing time for filing Bids. Requests to clarify the source of materials, equipment suppliers, or any other such matter which does not modify, change, increase, or decrease the scope of the work require no action by the Owner other than a response to the Bidder requesting the clarification. Clarifications which modify, change, increase, or decrease the scope of work, require issuance of an Addendum by the Owner for the interpretation to become effective. Such addenda will be mailed to all holders of the Contract Documents. Oral instruction or information concerning the Contract Documents or the project given out by officers, employees, or agents of the Owner to prospective Bidders shall not bind the Owner."

INSERT IN ITS PLACE THE FOLLOWING:

"If it should appear to a Bidder that the work to be done is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder shall make written inquiry regarding same to the individual shown, in the manner instructed and within the timeframe indicated in the Invitation to Bid advertisement. Questions received will be evaluated and if, in the judgment of the City, the response does not alter or amend the requirements or scope of the Invitation to Bid, but merely clarifies existing information, the response will be entered on the Clarifications Log and posted to the project webpage as shown in the Invitation to Bid. If, in the judgment of the City, additional information or interpretation is necessary, such information shall be supplied in the form of an addendum to all individuals, firms, and corporations listed on the Plan Holders List and those individuals that attended the Pre-Bid Meeting and provided an accurate e-mail address on the sign-in sheet. Such addenda shall have the same binding effect as though contained in the main body of the Contract Documents. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City."

A1.6 Addenda to Contract Documents

REPLACE SECTION 102.08 "ADDENDA TO CONTRACT DOCUMENTS" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"Any addenda issued by the Owner, which may include changes, corrections, additions, interpretations, or information, and issued 48 hours or more before the scheduled closing time for filing the Bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. Owner shall supply copies of such addenda to all Contractors who have obtained copies of the Contract Documents for the purposes of bidding thereon. Failure of the Contractor to receive or obtain such addenda shall not excuse him from compliance therewith, if he is awarded the Contract."

INSERT IN ITS PLACE THE FOLLOWING:

"Any addenda issued by the City, which may include changes, corrections, additions, interpretations, or information issued 72 hours or more before the scheduled closing time for filing the Bids shall be binding upon the Bidder. Addenda will be posted to the City's website at www.springfield-or.gov/DPW/InvitationBid.htm. The Contractor should check the website frequently for new postings during the open bid period. The City shall make a reasonable effort to notify all individuals, firms, and corporations listed on the Plan Holders List and those individuals that attended the Pre-Bid Meeting and provided an accurate e-mail address on the sign-in sheet when addenda are issued. Failure of the Contractor to receive or obtain such addenda shall not excuse them from compliance."

A1.7 Familiarity With Laws and Ordinances

REPLACE THE THIRD PARAGRAPH OF SECTION 102.09 "FAMILIARITY WITH LAWS AND ORDINANCES" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"In compliance with ORS 279.318 the Contractor is made aware that the following Federal, State, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of the City of Springfield contracts.

FEDERAL AGENCIES

Department of Agriculture
Forest Service
Soil Conservation Service
Department of the Army-Corp of Engineers
Coast Guard
Dept. of Health & Human Services
Dept. of Interior-of Indian Affairs
Bureau of Land Management
Bureau of Outdoor Recreation
Fish and Wildlife Service
Office of Surface Mining
Reclamation & Enforcement
Department of Labor
Occupational Safety & Health Administration
Mine Safety & Health Admin.
Department of Transportation
Federal Highway Admin.
Environmental Protection Agency

STATE AGENCIES

Department of Agriculture
Department of Energy
Dept. of Environmental Quality
Dept. of Fish & Wildlife
Dept. of Forestry
Dept. of Geology & Minerals
Dept. of Human Resources
Land Conservation and Development Bureau Commission
Division of State Lands
State Soil and Water Conservation Commission
Water Resources Department

LOCAL AGENCIES

Common Council, City of Springfield
County Court, Lane County
Planning Commission, City of Springfield
Planning Commission, Lane County
Lane Regional Air Pollution Authority
Springfield Utility Board"

INSERT IN ITS PLACE THE FOLLOWING:

"In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of City of Springfield contracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.

If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the City, require that the underlying property owner be responsible for cleanup, solicit bids for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.

If the Contractor encounters a condition not referred to in the Invitation to Bid documents, not caused by the Contractor or any Subcontractor employed on the project and not discoverable by a reasonable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the Contractor shall immediately notify the City of the condition.

FEDERAL AGENCIES

Department of Agriculture

Fish and Wildlife Service

Forest Service
Soil Conservation Service
Department of the Army Corps of Engineers
Coast Guard
Department of Health and Human Services
Department of the of Interior
Bureau of Indian Affairs
Bureau of Land Management
Bureau of Outdoor Recreation
Department of Commerce

Office of Surface Mining
Reclamation and Enforcement
Bureau of Reclamation
Department of Labor
Occupational Safety and Health Administration
Mine Safety and Health Admin
Department of Transportation
Federal Highway Administration
Environmental Protection Agency

STATE AGENCIES

Department of Agriculture
Department of Energy
Department of Environmental Quality
Department of Fish and Wildlife
Department of Forestry
Department of Geology and Minerals

Department of Human Resources
Land Conservation and Development Commission
Division of State Lands
State Soil and Water Conservation Commission
Water Resources Department
Oregon Department of Transportation

LOCAL AGENCIES

City of Springfield
Planning Commission, City of Springfield
Springfield Development and Public Works
Metropolitan Wastewater Management Commission
City of Springfield Urban Renewal Districts -
Downtown and Glenwood
Springfield Utility Board

Lane County
Planning Commission, Lane County
Willamalane
Lane Regional Air Protection Authority
Lane Council of Governments
Rainbow Water District
Emerald People's Utility District"

A1.8 Award of Contract

ADD THE FOLLOWING PARAGRAPH TO SECTION 103.01 "AWARD OF CONTRACT" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"Prior to awarding the Contract, the City may, at its sole discretion, require Contractors and/or Subcontractors to demonstrate to the City's satisfaction that they have a complete and clear understanding of all requirements of the Prevailing Wage Rate Laws contained in ORS 279C.800 through 279C.870 and possess the expertise necessary for fulfilling their obligations pertaining to these requirements throughout the administration of the Contract. In determining competency, the City may consider Certified Payroll Reports submitted by the Contractor and/or Subcontractor for projects previously performed for the City, copies of Certified Payroll Reports submitted to other public entities, references from other public entities attesting to the Contractor's expertise, or an interview with the Contractor regarding their personnel resources and expertise or their ability to obtain the resources and expertise necessary to meet all contractual responsibilities in accordance with ORS 279C.375."

A1.9 Protection of Property

ADD THE FOLLOWING TO THE END OF SECTION 105.11 "PROTECTION OF PROPERTY" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"The Contractor shall provide the Engineer with photographic documentation of pre-construction and post-construction conditions on all private properties affected by the Contractor's work. The Contractor shall provide digital photos of each area of work on private properties sufficient to document the conditions prior to the start of the Contractor's work and immediately after completion of the Contractor's work. All photos shall be submitted to the Engineer by line and street address in an organized manner on compact discs prior to the requesting that the final payment be made.

The Contractor shall obtain a written release from the property owner on the Homeowner Approval and Release Form confirming that the site restoration work is satisfactory to the property owner. The Contractor shall document that a minimum of two attempts were made to secure a release from each property owner by providing a list of property owners by address and indicating the dates and times of each attempt. This list and all signed Homeowner Approval and Release Forms shall be submitted to the Engineer prior to requesting that the final payment be made."

A1.10 Trade Names, Approved Equals or Substitutions

ADD THE FOLLOWING TO THE BEGINNING OF SECTION 107.06 "TRADE NAMES, APPROVED EQUALS OR SUBSTITUTIONS" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"Brand Name or Equal Specification means a specification that uses one or more manufacturers' names, makes, catalog numbers or similar identifying characteristics to describe the standard of quality, performance, functionality or other characteristics needed to meet the contracting agency's requirements. The "Equal" product, component or process shall be the same or better than that named in function, performance, reliability, quality and general configuration. Determination of equal in reference to the project design requirements will be made by the Engineer, pursuant to Subsection 106.07. Unless otherwise specified, whenever a manufacturer's name brand or model is mentioned, it is to be understood that the phrase "approved equal" is assumed to follow thereafter, whether it does in fact or not. Such specification authorizes Contractors to offer goods or services that are equivalent or superior to those brands named or described in the specification."

A1.11 Insurance

REPLACE SECTION 107.06 "INSURANCE" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"The Contractor shall provide and maintain general liability, auto liability, property, and workers' compensation insurance for life of this Contract.

General Liability Insurance

The Contractor shall maintain an ISO Commercial General Liability insurance policy (or an equivalent policy approved by Owner) with combined single limits of at least \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and an aggregate limit of at least \$2,000,000. The policy shall include coverage for contractual liabilities.

Comprehensive Automobile Liability Insurance

The Contractor shall maintain an automobile liability insurance policy with combined single limits of at least \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

Additional Insured Endorsement

The general and automobile insurance policies specified above shall include endorsements naming as an additional insured "the City of Springfield, its agents, employees and officials all while acting within their official capacity as such."

Property Insurance

Depending on the nature of the construction contemplated under this contract, Owner may require Contractor to provide property insurance. Refer to Special Provisions section of this Contract.

Workers' Compensation Insurance

Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS

656.017, which requires them to provide workers' compensation coverage for all their subject workers.

Contractor is responsible for maintaining workers' compensation insurance for his employees and assuring that his subcontractors, if any, also maintain workers' compensation insurance. Contractor shall defend, indemnify, and hold Owner harmless from any liability for any workers' compensation claims costs, fines, or costs whatsoever arising from Contractor's or his subcontractors' failure to comply with ORS 656.017.

Additional Policies and Special Coverages

Refer to the Special Provisions section of this Contract for additional coverages that may be required.

Certificates of Insurance

Certificates of insurance evidencing all policies required by this Contract shall be delivered to the Owner prior to the commencement of any work. All certificates shall include a 30-day notice of cancellation clause and required additional insured endorsements. The Owner has the right to reject any certificate for unacceptable coverage and/or companies."

INSERT IN ITS PLACE THE FOLLOWING:

"INSURANCE

All insurance shall carry a rating of A- or better with A. M. Best and must be approved by the City as to terms, conditions and form prior to beginning work. Certificates of insurance evidencing all policies and endorsements required by this Contract shall be delivered to the Owner prior to the commencement of any work. The Owner has the right to reject any certificate or endorsement for unacceptable coverage and/or companies.

Liability and Property Damage

The Contractor shall maintain in force for the duration of the Contract, to include the warranty period, a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate. The policy will be endorsed with Additional Insured, Per Project Aggregate, Products and Completed Operations and Primary and Noncontributory endorsements. The City, its employees, officials and agents will be named as Additional Insured's where operations are being conducted related to this Contract on the Commercial General policy as respects to work or services performed under this Contract to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or Subcontractors. The following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such." The City's Additional Insured status for Products and Completed Operations hazards shall extend for at least one year beyond formal Council acceptance of the project. This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the CITY may carry on its own. A 30-day notice of cancellation or material change in coverage clause shall be included.

The Contractor shall maintain in force for the duration of the Contract, to include the warranty period, an Automobile Liability insurance policy (owned, non-owned, and hired) with limits not less than \$1,000,000 per occurrence. The policy will be endorsed with Additional Insured and Primary and Noncontributory endorsements. The City, its employees, officials and agents will be named as Additional Insured's where operations are being conducted related to this Contract on the Automobile Liability policy as respects to work or services performed under this Contract to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or Subcontractors. The following statement will appear on the face of the certificate; "The City, its employees, officials

and agents are all named as additional insured while acting in their capacity as such.” This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the CITY may carry on its own. A 30-day notice of cancellation or material change in coverage clause shall be included.

Workers’ Compensation

The Contractor shall provide and maintain Workers’ Compensation coverage with limits no less than \$500,000 for its employees, officers, agents, or partners, as required by applicable Workers’ Compensation laws. If the Contractor is exempt from this coverage a written statement, signed by the Contractor, explaining the reason for the exemption will be provided to the City prior to commencement of any work.

Course of Construction and/or Installation Floater

The Contractor shall maintain in full force for the duration of this Contract an All Risk insurance policy approved by the City as to terms, conditions and form covering the replacement cost of the work during the course of construction. The policy shall include the interests of the City and Architect/Engineer, as applicable, and the first two layers of Subcontractors. The amount of insurance shall equal the completed value of the Contract. The City, at its option, may elect to supply this coverage.

Asbestos Abatement (only applicable to Asbestos Specific Contracts)

If applicable to this Contract, the Contractor shall maintain in full force a Commercial General Liability policy approved by the City as to terms, conditions and form that is Asbestos Specific with a minimum limit of \$2,000,000 per occurrence and \$3,000,000 in the aggregate written on a form that meets the following criteria:

- a. A full occurrence form, or
- b. A limited occurrence form with at least a three-year (3) tail, or
- c. A claims made form with a three-year (3) tail.

Pollution Liability Coverage (only applicable to Pollution Specific Contracts)

If applicable to this Contract, the Contractor shall maintain in full force a Commercial General Liability policy approved by the City as to terms, conditions and form that is Pollution Specific with a minimum limit of \$2,000,000 per occurrence and \$3,000,000 in the aggregate written on a form that meets the following criteria:

- a. A full occurrence form, or
- b. A limited occurrence form with at least a three-year (3) tail, or
- c. A claims made form with a three-year (3) tail.

Professional Liability Coverage (only applicable to Contracts if specified)

If Professional Liability insurance is required, the City must approve the terms, conditions and limits prior to commencement of any work.

Additional Policies and Special Coverages

Refer to the Special Provisions section of this Contract for additional coverages that may be required.

Railroad Protective Liability Coverage

If work being performed under this Contract is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage) Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by the City.

Subcontractors

The Contractor shall require all Subcontractors to provide and maintain General Liability, Auto Liability and Workers' Compensation insurance and, as applicable, Professional, Asbestos and Pollution Liability with coverage's equivalent to those required of the General Contractor in this Contract. The Contractor shall require certificates of insurance from all Subcontractors as evidence of coverage.

Additional Insured Endorsement

All certificates of insurance, with the exception of Professional Liability and Railroad Protective Liability, must include an endorsement which lists the City of Springfield as a named additional insured. The following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such."

Evidence of Coverage and Notice of Cancellation or Material Change in Coverage

Evidence of the required coverages issued by a company satisfactory of the City shall be provided to the City by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included.

If the approved insurance company will not provide this 30 day notice, it shall be the responsibility of the Contractor to provide written notice to the City within two (2) days of the Contractor becoming aware that their coverage has been cancelled or materially changed. The Contractor shall e-mail notification directly to Nathan Bell, Finance Director at nbell@springfield-or.gov with a copy to Sam Kelly-Quattrocchi at skellyquattrocchi@springfield-or.gov Regardless of the circumstances causing the Contractor's insurance coverage to cease or be modified, it is the Contractor's responsibility to notify the City as described above.

Failure to maintain the proper insurance or provide notice of cancellation or material change shall, at the City's option, be grounds for immediate termination of this Contract. _____
(Contractor initials)

Equipment and Material

The Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work."

A1.12 Contract Time

ADD THE FOLLOWING AT THE END OF THE SECOND PARAGRAPH OF 108.04 "CONTRACT TIME" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"This provision does not apply to the seasonal suspension of work pursuant to Subsection 108.05."

A1.13 Suspensions of Work

REPLACE SECTION 108.05 "SUSPENSIONS OF WORK" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"Suspension by Owner

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Owner for good and sufficient reason. In the event of such suspension, Owner shall, except in emergency, and except as hereinafter provided, give Contractor three days' notice and work shall be resumed within five days after notice has been given by Owner to Contractor to do so. Owner shall allow Contractor an extension of time for completion corresponding to the total period of temporary suspension, and shall reimburse him for necessary rental of unused equipment, services of watchpersons and other unavoidable expenses by reason of the suspension without fault of Contractor. Contractor shall not be entitled to damages, intangible or overhead costs or anticipated profits from such temporary suspension.

Suspension by Engineer

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer pursuant to Subsections 105.01 and 105.02 due to: (1) failure to correct unsafe conditions for working personnel, the general public or Owner's employees, (2) failure to carry out provisions of the Contract Documents, and (3) failure to carry out orders or directions, for such periods as the Engineer may deem necessary due to conditions considered unsuitable for the performance of the work or for any reason deemed to be in the public interest.

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer, for such periods as the Engineer may deem necessary, pursuant to Subsection 105.19 for failure to immediately correct defective and unacceptable work.

Suspension by Contractor

Suspending operations because of seasonal conditions or other unsuitable conditions pursuant to Subsection 108.06 shall require the concurrence of the Engineer.

Responsibility of Contractor

Voluntary or involuntary suspension or slowdown, with or without the approval of the Engineer, and suspension of work ordered by the Engineer will not be grounds for claims or damages, idle equipment or labor, or extra compensation. No allowance or compensation will be made on account of such suspensions of work except as provided hereinbefore and as provided in Subsection 108.06.

At the commencement of, and during any suspensions of work, the Contractor shall be responsible for the care of work performed and take every precaution to prevent any damage or deterioration of the work. The Contractor shall be responsible for work, including temporary protection devices to warn, safeguard, protect, guide and inform traffic during suspension, the same as though its performance had been continuous and without interferences.

The Contractor shall be responsible and bear all costs for providing suitable provisions for traffic control and for maintenance and protection of the work during suspension for cause. If the Contractor fails to provide for temporary traffic control and to maintain the work, the Engineer may immediately proceed to maintain the work. The cost of such maintenance shall be deducted from payments due or to become due to the Contractor.

Resumption of Work

In all cases of suspension, work will be resumed only upon written order of the Engineer or Owner.”

INSERT IN ITS PLACE THE FOLLOWING:

Temporary Suspension of Work by Owner/Engineer

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Owner/Engineer for good and sufficient reason. In the event of such suspension, Owner/Engineer shall, except in emergency, and except as hereinafter provided, give Contractor three days' notice and work shall be resumed within five days after notice has been given by Owner/Engineer to Contractor to do so. Owner/Engineer shall allow Contractor an extension of time for completion corresponding to the total period of temporary suspension, and shall reimburse him for necessary rental of unused equipment, services of watchpersons and other unavoidable expenses by reason of the suspension without fault of Contractor. Contractor shall not be entitled to damages, intangible or overhead costs or anticipated profits from such temporary suspension. This subsection does not apply to Seasonal Suspension of Work.

Seasonal Suspension of Work by Engineer

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer pursuant to Subsections 105.01 and 105.02 due to seasonal weather conditions determined, at the sole discretion of the Engineer, to be unsuitable for the performance of work. The day count will be suspended during this time. See "Responsibility of Contractor" subsection following for Contractor's responsibilities during the suspension period. Work shall not resume without written approval from the Engineer.

Suspension of Work by Engineer for Failure to Comply

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer pursuant to Subsections 105.01 and 105.02 due to: (1) failure to correct unsafe conditions for working personnel, the general public or Owner's employees, (2) failure to carry out provisions of the Contract Documents, and (3) failure to carry out orders or directions. Work shall be suspended for such periods as the Engineer may deem necessary due to conditions considered unsuitable for the performance of the work or for any reason deemed to be in the public interest.

Suspension of Work by Engineer for Failure to Correct Defective or Unacceptable Work

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer, for such periods as the Engineer may deem necessary, pursuant to Subsection 105.19 for failure to immediately correct defective and unacceptable work.

Suspension of Work by Contractor

Suspending operations because of seasonal conditions or other unsuitable conditions pursuant to Subsection 108.06 shall require the concurrence of the Engineer.

Responsibility of Contractor Under This Subsection

Voluntary or involuntary suspension or slowdown, with or without the approval of the Engineer/Owner, and suspension of work ordered by the Engineer/Owner will not be grounds for claims or damages, idle equipment or labor, or extra compensation. No allowance or compensation will be made on account of such suspensions of work except as provided hereinbefore and as provided in Subsection 108.06.

At the commencement of, and during any suspensions of work, the Contractor shall be responsible for the care of work performed and take every precaution to prevent any damage or deterioration of the work. In the case of pipework, the Contractor shall provide necessary provisions to maintain sanitary sewer and storm water functionality on both the public and private sides. The Contractor shall be responsible for work, including temporary protection devices to warn, safeguard, protect, guide and inform traffic during suspension, the same as though its performance had been continuous and without interferences. The Contractor shall restore fencing or place temporary fencing, to include temporary security fencing, as needed to provide secure restraint for pets and to protect private property.

The Contractor shall be responsible and bear all costs for providing suitable provisions for traffic control and for maintenance and protection of the work during suspension for cause. If the Contractor fails to provide for temporary traffic control and to maintain the work, the Engineer may immediately proceed to maintain the work. The cost of such maintenance shall be deducted from payments due or to become due to the Contractor.

Resumption of Work

In all cases of suspension, work will be resumed only upon written order of the Engineer or Owner."

A1.14 Submission of Certified Payroll

REPLACE THE SECOND PARAGRAPH OF SECTION 109.07 OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"Once before the first payment and each time the prevailing wage rates change, and once before final payment is made, Contractor shall supply and file with Owner a statement in writing under oath, in form prescribed by the State Labor Commission and which conforms with ORS Chapter 279, certifying the hourly rate of wages paid each classification of workman not exempt by statute who is employed upon such project and further certifying that no workman employed has been paid less than minimum prevailing wage rate. Each Subcontractor who performed work on the project during the period covered by the payment may be required to file with Owner a similar statement which covers its workmen."

INSERT IN ITS PLACE THE FOLLOWING:

"It shall be the responsibility of the Contractor and any subcontractors to submit certified payroll statements to the City as to the wage rates paid to each worker as follows:

As specified in ORS 279C.845, the Contractor or the Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with the public agency 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 whom the Contractor or the Subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract. The certificate and certified 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 the certified statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. Certified statements (also referred to as certified payroll reports) shall be submitted to the City no later than the 5th business day of the following month for which the certified statement and certificate are being presented, regardless of whether any actual work is performed on the project or not. This information must be submitted to the City and also retained by the Contractor and Subcontractor(s) for three years.

Contracting agencies and general contractors are required to withhold 25% of amounts to Contractors if certified payrolls are not filed by the Contractor as required for work performed on projects subject to the prevailing wage rate law. Failure of Contractors to comply with the certified payroll filing requirements of the law, therefore, will result in a negative fiscal impact to those Contractors of up to 25% of their amount owed.

Each worker employed in the performance of this contract, either by the Contractor or Subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work of the contract, must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840."

A1.15 Progress Payment

REPLACE THE SIXTH PARAGRAPH OF SECTION 109.07 OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"Progress payment will be made by the Owner on a monthly basis no later than the 20th day of the subsequent month of work performed, except that, additional days may be required when a payment is accompanied by one or more of the following: an extension of completion time, change order or extra bill. Payment may be made via use of checks or warrants at the option of the Owner for the amount of the approved estimate, less retainage."

INSERT IN ITS PLACE THE FOLLOWING:

"Progress payment will be made by the City no later than the fourth Friday of the month in the month subsequent to the work being performed, except that additional days may be required when the Contractor fails to submit complete and accurate certified payroll reports which are in compliance with ORS279C.845 when due, or a payment is accompanied by one or more of the following: an extension of completion time, change order or bill. If the Contractor fails to submit acceptable certified payroll reports when due, or one or more of the previously stated exceptions apply, the progress payment may be made up to fourteen (14) days after the date the certified payroll or other required information in question is received by the City."

A1.16 Oregon Products

Contractor's attention is directed to the provisions of Oregon Law, ORS 279A.120 regarding the preference for products that have been manufactured or produced in Oregon. Contractor shall use Oregon-produced or manufactured materials with respect to common building materials such as cement, sand, crushed rock, gravel, plaster, etc., and Oregon-manufactured products in all cases where price, fitness, availability and quality are otherwise equal.

A1.17 Salvage and Debris

Unless otherwise indicated on the drawings or in the specifications, all castings, pipe, equipment, demolition debris, fences, trees, shrubs, spoil or any other discarded material or equipment shall become the property of the Contractor and shall be salvaged or disposed of in a manner compliant with applicable Federal, State and local laws and regulations governing disposal of such waste products. No burning of debris or any other discarded material will be permitted. The Contractor shall perform any demolition for the completion of this project and shall salvage and recycle all construction and demolition debris as is feasible and cost effective, in accordance with ORS 279C.510.

END OF SECTION

FIRST-TIER SUBCONTRACTOR DISCLOSURE STATEMENT

ORS 279C.370 requires that bidders disclose to the City of Springfield certain first-tier subcontractors. When the contract value for a public improvement is greater than \$100,000, the bidder shall list below the names, the Construction Contractors Board number and location of place of business of each subcontractor who will be furnishing labor or labor and materials in connection with the public improvement and whose contract value is equal to or greater than:

five percent of the total project bid or \$15,000, whichever is larger; or
\$350,000 regardless of the percentage of the total project bid.

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within 2 working hours after the advertised bid closing time. This form must be submitted regardless of the use of subcontractors. Mark "None" in the subcontractor list if there are no subcontractors that need to be disclosed. Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid may not be considered for award.

If the form is submitted separately from the bid it should be enclosed in an envelope marked:

"Subcontractor Disclosure Form Submitted for Project PXXXXX for (Bidder's Name)"

Project Number: P51060

Project Title: Springfield Justice Center Roof Replacement Project

Bid Closing: Date: _____ Time: _____
Disclosure Deadline: Date: _____ Time: _____

Bidder's Name: _____
Bidder's Telephone Number: _____
Contact Person: _____

Check here if the bid amount less deductive alternates, if any, is \$100,000 or less. If the bid amount less deductive alternates, if any, is less than \$100,000 the remainder of the form does not need to be completed, but the form must still be submitted.

List below the *Name, Address, Telephone Number, Contact Person, and Construction Contractor Board (CCB) number* for each subcontractor that will be furnishing labor or labor and materials that are required to be disclosed, the category of work that the subcontractor will be performing, and the dollar amount of the subcontract. *(If needed, please attach additional sheets.)*

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

CITY OF SPRINGFIELD
Public Improvement Contracts
ORS 279C.375

FINANCIAL RESPONSIBILITY FORM

Organization Name: _____

Principal(s): _____
Name / Title

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ FAX: _____

Email: _____

The information provided in this form is part of the City's inquiry concerning Bidder responsibility pursuant to ORS 279C.375 for public works/public improvement projects. Please print clearly or type.

Answer all questions. Submission of a form with unanswered questions, incomplete, or illegible answers may result in a finding that you are not a responsible Bidder. This document will become part of your response to the solicitation and will be subject to Oregon Public Records laws. Any information that may be considered confidential must be marked according to instructions in the solicitation document.

1. Is your company a Resident Oregon Bidder as defined in ORS 279A.120?

Resident Non-resident

Note: "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid, has a business in this state and has stated in the bid whether the bidder is a "resident bidder".
ORS 279A.120(1)(b)

2. Contractor's Construction Board Number: _____ as required by ORS 701.055.
Expiration date: _____

3. Companies from whom you obtain surety bonds:

Surety Company #1
Name: _____
Contact Name: _____
Telephone: _____ FAX: _____
Present Amount of Bonding Coverage (\$): _____

Surety Company #2 (if needed)
Name: _____
Contact Name: _____
Telephone: _____ FAX: _____
Present Amount of Bonding Coverage (\$): _____

4. Has your application for Surety Bond ever been declined within the past 10 years?

Yes No

If yes, explain. _____

5. During the past two years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?

Yes No

If yes, explain. _____

6. Has a judgment been entered against your company within the past 15 years finding it to be in breach of any contract for unperformed or defective work?

Yes No

If yes, explain. _____

7. Has any officer, employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract?

Yes No

If yes, explain. _____

8. Has any officer, employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty?

Yes No

If yes, explain. _____

9. Has your company or any officer, employee or agent of your company been convicted under state or federal antitrust laws?

Yes No

If yes, explain. _____

10. Has any officer or partner or principal of your organization ever been an officer, partner or principal of another Organization that failed to complete a construction contract?

Yes No

If yes, explain. _____

11. Indicate the total amount of work, expressed in dollars, your company reasonably believes it is capable of bonding at any one time: \$_____. What portion of this amount remains available at time of completion of this form? \$_____.
12. Has your firm ever been at any time in the last ten years the debtor in a bankruptcy proceeding?
 Yes No
If yes, explain. _____

13. Does your firm or any first tier subcontractors have any outstanding judgments pending against it?
 Yes No
If yes, explain. _____

14. In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to subcontractors or work performance on a contract? Check "Yes" even if the matter proceeded to arbitration or mediation without court litigation.
 Yes No
If yes, explain. _____

15. Has any officer, partner, or principal of your company discontinued business operation with outstanding debts?
 Yes No
If yes, explain. _____

16. Have all officers, partners or principals of your company and, to the best to your knowledge, all applicable Subcontractors, complied with the tax laws of this state or a political subdivision thereof including, but not limited to, ORS 305.620 and ORS Chapters 316, 317 and 318?
 Yes No
If no, explain. _____

17. Complete the attached Experience/ Reference form, Attachment 1, for your firm and submit with bid package.
18. Include with bid package a list of other business entities in which the Principles of your firm are currently or have previously been involved with or financially obligated to during the past 5-10 years.

19. At the sole discretion of City prior to award, responsive bidders may be required to submit Financial Statements including but not limited to one or more of the following: Balance Sheet, Profit and Loss Statement, Statement of Cash Flow, and/or past tax returns for the most recent past two (2) years.

Declaration and Signatures

The undersigned hereby declares that he or she is duly authorized to complete and submit this Organization/Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. The undersigned further agrees to provide additional financial statements (described in #20 above) upon request by City's Finance Director. Incomplete, incorrect or misleading information may be reason for a determination by the City of non-responsibility.

By: _____ Date: _____
(Signature of authorized official)

Name: _____ Title: _____
(Please type or print) (Please type or print)

For: _____
(Firm's name - Please type or print)

Business Organization: (Check one)

- | | | | |
|--------------------------|---------------|--------------------------|---------------------------|
| <input type="checkbox"/> | Corporation | <input type="checkbox"/> | Limited Liability Company |
| <input type="checkbox"/> | Partnership | <input type="checkbox"/> | Sole Proprietorship |
| <input type="checkbox"/> | Joint Venture | <input type="checkbox"/> | Other _____ |

Attachment 1

Current Contracts in Force/Previous Experience – minimum of three required of similar nature with public sector work.

Contract #1

Location (city/state)	
Owners Name	
Type of Work	
% Completed	
Estimated Completion Date	

Contract #2

Location (city/state)	
Owners Name	
Type of Work	
% Completed	
Estimated Completion Date	

Contract #3

Location (city/state)	
Owners Name	
Type of Work	
% Completed	
Estimated Completion Date	

References – minimum of two project owner references and two subcontractor references. References may be contacted to discuss submitting Contractor's qualifications.

#1 Project Owner Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

#2 Project Owner Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

#1 Subcontractor Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

#2 Subcontractor Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

ATTACHMENT 3

Authorization to Legally Bind Bidder

The person executing this Bid and the instruments referred to herein on behalf of the Bidder has the legal power, right, and actual authority to submit this Bid, and to bind the Bidder to the terms and conditions of this Bid.

(Signature of person authorized to bind Bidder)

Dated

Print Name of Person signing as authorized to bind Bidder

Title of Person signing as authorized to bind Bidder

Firm Name

Phone

Address

Fax

City, State, Zip

email address

CERTIFICATION OF COMPLIANCE STATEMENT OF NONDISCRIMINATION

The undersigned bidder hereby certifies that the bidder has not discriminated, and will not, discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 as required by ORS 279A.110.

Company Name *(Please Print)*

Bidder's Name *(Please Print)*

Bidder's Address	City	State	Zip
------------------	------	-------	-----

Bidder's Signature

Title

Date

Minority, Women, and Emerging Small Business/Disadvantaged Business Enterprise



MWESB/DBE Voluntary Self-Declaration for City Procurement # _____ or Project No. P _____

The City of Springfield is seeking information on the various business entities that submit bids and proposals for working with the City. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business and construction communities. The City does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the City will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

Please include this form with your bid/proposal submittal to the City.

Business Name: _____

Contact Person: _____

Business Address: _____

Business Phone: _____

Please check each box indicating the business certification type that your firm has with the State of Oregon or the federal government, if any:

- Oregon Minority-owned Business
- Oregon Woman-owned Business
- Oregon Emerging Small Business
- Federal Disadvantaged Business Enterprise (DBE)
- None of the above

CONFLICT OF INTEREST (COI) DISCLOSURE FORM

Firms under Contract or proposing to enter into a Contract with Agency must make disclosures required by law and as required by this form. Governing standards include but are not limited to the following State and Federal laws:

<u>*State Laws</u>	<u>*Federal Laws</u>
<ul style="list-style-type: none">• ORS Chapter 244• ORS 279C.307• OAR 137-048-0130• OAR 199 Division 5	<ul style="list-style-type: none">• 23CFR Part 636.116• 40CFR Part 1506.5(c)

*Some areas of the above laws include COI concepts that apply to design-build or other procurement types; however, Agency adopts those COI concepts and requires disclosures herein.

A Firm shall assure that any COI Disclosure Form it submits includes any information required to be disclosed by its Subcontractors and other Associates, on behalf of the Firm. A Firm may submit either the Subcontractors' separate COI Disclosure Forms or incorporate Subcontractor information into its own COI Disclosure Form.

See PART IV for Definitions applicable to this COI Disclosure Form.

This COI Disclosure Form is submitted in response to (check only one):

- Agency RFP# _____ [or] ITB# _____
- Contract # _____
- Price Agreement # _____ WOC# _____ [or] PO# _____
- Changes to COI Disclosure Form previously submitted for (RFP # _____, ITB # _____, Price Agreement # _____, WOC # _____, Contract # _____)

PART I - Certification

This COI Disclosure Form must be signed in ink by a principal of the Firm to certify that it is correct. My signature certifies that I am authorized to sign this COI Disclosure Form as a principal of the Firm and as disclosed on or attached to the present form:

- (a) the Firm's disclosures are complete, accurate, not misleading and do not omit any material information.
- (b) the Firm has provided the COI Disclosure Form to all Associates and Subcontractors (if any) and the present form includes or has attached any required COI disclosures from those sources.

Complete Legal Name of Firm: _____

Address: _____

Telephone: _____

Fax No: _____

Signature: _____ **Date:** _____

PART II - COI Disclosure Questions

Answer all questions "Yes", "No" or "N/A" (if uncertain answer "Yes.") in Part II. If the answer to any of the questions is "Yes," then use the applicable "Comments" fields to:

- (a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and
- (b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)

1. a) Is any Associate of the Firm a former employee of Agency within the last year? **No** **Yes**
b) Is any Associate of the Firm a Relative or Member of the Household of a current Agency employee that had or will have any involvement with this Procurement or Contract Authorization? **No** **Yes**
If the answer to either of the above questions is "Yes", complete Part III - Relatives and Former Agency Employees -Roles and Signatures table (section A and/or section B, as applicable).
2. Does the Firm or any Associate of the Firm have an Actual, Apparent or Potential Conflict Of Interest ("Individual" or "Organizational") with regard to any known member of an Agency procurement evaluation or selection team?
No **Yes** **Comments:**
3. Did the Firm or any Associate of the Firm conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers? **No** **Yes** **Comments:**
4. Does the Firm or any Associate of the Firm have any past, present or currently planned personal or financial interests which are an Actual, Apparent or Potential Conflict of Interest ("Individual" or "Organizational"), with respect to the Procurement or award of this Contract or performing the work for Agency? **No** **Yes**
Comments:
5. Has the Firm or an Associate of the Firm offered to a Public Official, or is the Firm aware of any Public Official that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Official's vote, official action or judgment would be influenced thereby?
No **Yes** **Comments:**
6. Has (or will) the Firm or an Associate of the Firm provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Official who was involved in the Procurement or Authorization for the Contract, or is the Firm aware of any such person or Public Official who has or will receive a direct beneficial financial interest within the two year period?
No **Yes** **Comments:**
7. Is the Firm aware of any current or former Public Official that has an Actual, Apparent or Potential Conflict Of Interest with respect to the Procurement or award of this Contract or performing the work for Agency?
No **Yes** **Comments:**
8. Does the prospective Contract/WOC include development of an Environmental Assessment (EA) or Environmental Impact Statement (EIS)? **No** **Yes**
If yes, in accordance with the disclosure statement requirements of Council on Environmental Quality Regulation, 40 C.F.R 1506.5(c), does the Firm have any financial or other interest in the outcome of this Project; and/or does the Firm have any agreement, enforceable promise, or guarantee to provide any future work on this Project? **No** **Yes** **Comments:**
9. Have Subcontractors or other Associates furnished COI Disclosure Forms, separate from the present form, which included conflicts or potential conflicts of interest? (If yes, attach the disclosures.)
No **Yes** **N/A** **Comments:**
10. If the prospective Contract/WOC includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Firm or an Associate or an Affiliate of the Firm a party to the subject public contract?
No **Yes** **N/A** **Comments:**
11. Has the Firm or any Associate of the Firm entered into personal services contract(s) with Agency for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals or other solicitation documents and materials related to this procurement?
No **Yes** **Comments:**

PART III - Relatives and Former Agency Employees - Roles and Signatures

For each employee of the Firm that was employed by Agency within the last year, state in section A the job the employee performed for Agency, the role the employee now serves for the Firm and the date the employee left Agency. Use section B for Firm Associates with Relatives or Members of the Household working for Agency that had or will have involvement with this Procurement or Contract.

A: Employees that left Agency in the last year.			
Employee Name/Signature	Job Performed for Agency	Current Role with Firm	Date left Agency
Name: _____ Sign: _____ <ul style="list-style-type: none"> Involved with this Procurement on behalf of Agency? No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/> 			
Name: _____ Sign: _____ <ul style="list-style-type: none"> Involved with this Procurement on behalf of Agency? No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/> 			
Name: _____ Sign: _____ <ul style="list-style-type: none"> Involved with this Procurement on behalf of Agency? No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/> 			
B: Identify Associates of the Firm that are Relatives or Members of the Household of Agency employees currently working for Agency, if the Agency employee had or will have any involvement with this Procurement or Contract.			
Firm Associate's Name	Name and Relationship of Relative or Member of Household Employed at Agency	Role at Agency	Agency employee's Role with this Procurement

(Make copies of this form as needed to list additional employees.)

PART IV - Definitions applicable to this COI Disclosure Form

“Actual Conflict Of Interest” means that an individual or Firm is unable to render impartial assistance or advice to Agency, has impaired objectivity in performing the Project work, or has an unfair competitive advantage. For purposes of ORS Chapter 244, and as defined in ORS 244.020(1), “Actual Conflict of Interest” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which *would be* to the private pecuniary benefit or detriment of the person or the person’s relative or any business with which the person or a relative of the person is associated unless the pecuniary benefit

or detriment arises out of the circumstances described in the ORS Chapter 244 definition for "Potential Conflict of Interest" (see definition below).

"Affiliate" (of the Firm) means a person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of the Firm.

"Agency" means the city or county conducting the procurement for which this COI Disclosure Form is required.

"Apparent Conflict Of Interest" means that an individual or Firm may reasonably be perceived to have an Actual Conflict of Interest or a Potential Conflict Of Interest.

"Associate" (of the Firm) means an employee, executive, director, key project personnel, consultant, contractor or Subcontractor, or any immediate family member of the foregoing.

"Authorization" (of the Contract). A public contract is authorized by a Public Official if the Public Official performed a significant role in the selection of a Firm or the execution of the Contract. A *significant role includes* recommending approval or signing of the Contract, including serving as a reference, recommending selection or serving on a selection committee or team, or having the final authorizing authority for the Contract.

"Bidder" means a legally operating business entity submitting a bid in response to a Procurement.

"Conflict Of Interest" or **"COI"** means an Individual Conflict Of Interest or Organizational Conflict Of Interest and includes an Actual, Potential, or Apparent Conflict Of Interest.

"COI Disclosure Form" means a manually signed disclosure of any Actual Conflict Of Interest, Apparent Conflict Of Interest or Potential Conflict Of Interest documented in the form of Agency's COI Disclosure Form.

"Contract" means an Agreement to Agree (ATA), Price Agreement (PA), Work Order Contract (WOC), Purchase Order (PO), or any other contract with Agency.

"Firm" means a Proposer or Bidder under a Procurement, a consultant or contractor under a Contract, or a Subcontractor at any tier of a Proposer, consultant, or contractor. A Firm includes all persons, individual or corporate, without regard to form of legal entity.

"Member of the Household" (of the Public Official) means any person who resides with the Public Official.

"Individual Conflict Of Interest" means that an individual has a conflict of interest because of a financial interest, gift, or other activities or relationships with other persons including but not limited to individuals with whom the individual has business, familial or household relationships.

"Interest" (in the context of a conflict of interest) means a direct or indirect interest and includes a personal as well as financial interest.

"Low-Level Document" means A&E, non-A&E and IT program or Project related documents which provide a basic understanding of a specific aspect of the program or Project. As referred to in 23CFR 636.116 with regard to A&E and related services, "the role of the consultant or subconsultant was limited to provision of preliminary design, reports, or similar "low-level" documents that will be incorporated into the RFP, and did not include assistance in development of instructions to offerors or evaluation criteria".

"Organizational Conflict Of Interest" means that a relationship or situation exists whereby a Firm or any of its Associates has past, present, or currently planned interests or activities that either directly or indirectly (through a client, contractual, financial, organizational or other relationship) may relate to the work to be performed under the proposed Contract with Agency and which (a) diminish the Firm's or an Associate's capacity to give impartial, technically sound, objective assistance or advice, (b) may impair the Firm's or an Associate's objectivity in performing the Contract, (c) may impair Agency's objectivity in oversight of the Contractor's performance, or (d) may result in an unfair competitive advantage. It does not include the normal flow of benefits from the performance of the Contract.

"Potential Conflict Of Interest" means that an individual or Firm, as a result of current plans, may reasonably be expected to have an actual conflict of interest. For purposes of ORS Chapter 244, and as defined in ORS 244.020(11), "Potential Conflict of Interest" means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which *could be* to the private pecuniary benefit or detriment of the person or the person's relative, or a business with which the person or the person's relative is associated, unless the pecuniary benefit or detriment arises out of the following: (a) an interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position.; (b) any action in the person's official capacity which would affect, to the same degree, a class consisting of all inhabitants of the state or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged; or (c) membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

"Public Disclosure" means the work product or service (in connection with the preparation of a Procurement) is available for public review and analysis for a reasonable amount of time, typically at least thirty (30) calendar days.

"Public Official" means any person who is serving the State of Oregon or any of its political subdivisions or any other public body as defined in ORS 174.109 as an elected official, appointed official, employee, agent or otherwise, irrespective of whether the person is compensated for the services. (All Agency employees are Public Officials.)

"Relative" (of a Public Official) means:

- the Public Official's spouse or domestic partner;
- the children, siblings, spouses of siblings or parents of the Public Official or the Public Official's spouse; or
- any individual for whom the Public Official has a legal support obligation or for whom the Public Official provides benefits arising from the Public Official's public employment or from whom the Public Official receives benefits arising from that individual's employment.

"Subcontractor" means a subcontractor or subconsultant at any tier.

"Transportation Project" or **"Project"** means any proposed or existing undertaking pertaining to highways, bridges, motor carriers, motor vehicles, public transit, rail, transportation safety, information systems, and such other programs related to transportation that are assigned to Agency under applicable law.



CITY OF SPRINGFIELD
Development and Public Works

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

_____ being first duly sworn, on oath says that the bid submitted to which this affidavit is a part, is a genuine and not a sham or collusion bid, or made in the interest of or on behalf of any person not therein named; and that the person, firm, association, joint venture, partnership, co-partnership or corporation herein named, has not directly or indirectly induced or solicited any Bidder to put in a sham bid, nor directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition bidding in the preparation and submission of a bid for consideration in the award of a Contract for the **“S. 28th Street Sanitary Sewer Extension”** sought by the **CITY OF SPRINGFIELD** described in the Contract Documents of which this affidavit is a part; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

(Bidder)

SUBSCRIBED AND SWORN TO before this _____ day of _____, 20 ____.

(Signature)

(Print Name)

Notary Public in and for the State of _____

My commission expires: _____

NOTE: This form must be completed and submitted with the bid.

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

BOND AMOUNT:

PROJECT:
(Name, location or address, and Project number, if any)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this _____ day of _____

_____	<i>(Contractor as Principal)</i>	<i>(Seal)</i>
<i>(Witness)</i>	_____	<i>(Title)</i>
_____	<i>(Surety)</i>	<i>(Seal)</i>
<i>(Witness)</i>	_____	<i>(Title)</i>

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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ACD43070810



Document A310™ – 2010 Instructions

Bid Bond

GENERAL INFORMATION

Purpose. AIA Document A310–2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™–1997, Instructions to Bidders; and AIA Document G612™–2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310–2010

Modifications. Particularly with respect to professional or contractor licensing laws, bonding codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealings encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

 **AIA**® Document A312® – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL **SURETY**
Company: *(Corporate Seal)* Company: *(Corporate Seal)*

Signature: _____ Signature: _____
Name Name
and Title: and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER: **OWNER'S REPRESENTATIVE:**
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Sample

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

 **AIA**® Document A312® – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:
(Name and location)

BOND

Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____
Name
and Title:

Signature: _____
Name
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Part 1 – General:
 - a. Project information.
 - b. Specification and drawing conventions.
 - c. Work covered by the Contract Documents.
 - d. Schedule.
 - e. Access to site, use of premises, and work restrictions.
 - f. Coordination with occupants.
 - g. Protection, waste management and disposal.
 - h. Temporary utilities and facilities.
 - i. Product delivery, storage, and handling.
 - j. Demolition.
 - k. Pre-construction conference.
 - l. Project observer.
2. Part 2 – Products:
 - a. Re-use of existing materials.
 - b. Materials and equipment.
 - c. Manufactured and fabricated products.
 - d. Fire suppression equipment.
3. Part 3 – Execution:
 - a. Supervision.
 - b. Quality control.
 - c. Material handling.
 - d. Re-use of existing materials and equipment.
 - e. Fire safety.
 - f. Examination and preparation.
 - g. Testing.

1.2 PROJECT INFORMATION

- A. Project Identification: Springfield Justice Center Roof Replacement.
 - 1. Project Location: 230 4th Street, Springfield, Oregon, 97477.
- B. Owner: City of Springfield, 230 4th Street, Springfield, Oregon, 97477.
 - 1. Owner's Representative: Jim Polston, Project Manager.
- C. Consultant: Professional Roof Consultants, Inc.

1.3 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents. The Work defined applies within the Area(s) of Work indicated on the Drawings and includes, but is not limited to, the following:
 - 1. Base Bid:
 - a. Cleaning and preparation of existing roof membrane to receive re-cover system; removal of existing roof system base flashings, metal counter flashings and copings, penetration flashings, and accessory components.
 - b. Installation of roof re-cover systems as identified on the Drawings.
 - c. Related Work indicated in the Contract Documents, including but not limited to the following:
 - a) Disconnection, displacement, modification, and reinstallation of existing mechanical, electrical, and/or plumbing equipment and distribution systems as necessary to allow modification or replacement of existing support curbs.
 - 2) Replacement of defective existing mechanical, electrical, and/or plumbing equipment and distribution systems, where indicated on the Drawings.
 - 3) Extension of various existing utilities to allow proper penetration flashing, including modification, replacement, and/or addition of anchorage where existing penetration is not securely attached to the structural roof deck.
 - 4) Removal and disposal of associated existing sheet metal flashing materials.

- 5) Installation of new counter flashings, copings, curb caps, storm collars, penetration boots, and other sheet metal flashings.
- 6) Installation of permanent fall protection where indicated on the Drawings.

B. Type of Contract: Project will be constructed under a single prime contract.

1.5 SCHEDULE

- A. Work shall commence after agreement is properly executed.
- B. Contractor's agreement shall not be signed, nor shall Work commence, prior to Owner approval.
- C. Work may commence as early as: May 4, 2023.
 1. Once started, construction shall proceed continuously until final completion.
- D. Substantial Completion of entire Project shall occur no later than: November 30, 2023.
- E. Final Completion of the Project shall occur no later than: December 15, 2023.

1.6 ACCESS TO SITE, USE OF PREMISES, AND WORK RESTRICTIONS

- A. General: Access to the Project site is limited to construction operations as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Vehicle and Pedestrian Areas: Keep driveways, parking areas, loading areas, walkways, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 2. Limit use of premises for Work and material/equipment storage/staging to allow for:
 - a. Owner occupancy, day and night.
 - b. Public use, during the day.
 - c. Unobstructed safe entry and egress to and from the building and premises for vehicles and pedestrians.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations to pre-construction condition.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations to pre-construction condition.
- E. Comply with limitations on use of public right-of-way and other requirements of authorities having jurisdiction.

- F. Coordinate all operations with the Owner's Representative during construction period.
- G. Coordinate access to each roof area with Owner's Representative.
- H. Coordinate location of material/equipment storage areas with Owner's Representative. Location will be identified, and areas made available to Contractor at time of pre-construction conference.
- I. Coordinate location of construction staging and parking areas with Owner's Representative and authorities having jurisdiction (for areas in the public right-of-way).
- J. On-Site Work Hours: Limit construction activities to working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated. Coordinate with Owner's Representative to establish acceptable noise levels for all activities.
 - 1. Weekend Hours: 7:00 a.m. to 6:00 p.m. as necessary.
- K. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner's Representative.
 - 1. Notify Owner's Representative not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- L. Restricted Substances: Use of tobacco products and other controlled substances on Project site is prohibited.

1.7 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy Project site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.8 PROTECTION, WASTE MANAGEMENT, AND DISPOSAL

- A. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
- B. During the course of construction, protect interior building surfaces, finishes, and other features from damage resulting from foot traffic or any other activity. Provide walkway pads to protect carpet in locations where interior foot traffic is anticipated.
 - 1. Take necessary precautions to protect interior furnishings, equipment, and personal property from falling dust/debris resulting from construction activities.
- C. Materials, tools, and equipment shall not be conveyed through interior space without prior written consent from the Owner's Representative. Take necessary precautions to protect interior building surfaces, finishes, and other features.
- D. Continuously, for the entire duration of the Project, protect site hardscape surfaced, landscape areas, and vegetation from damage and/or contamination resulting from activities and materials used in performance of Work.
 - 1. Repair damage at no cost to Owner.

2. Remove contaminants and return surfaces to pre-construction condition at no cost to the Owner.
- E. Prevent materials from obstructing catch basins and storm drains; leave drains clean and in proper working condition.
 - F. Continuously, for entire duration of the Project, protect building surfaces, building contents, and utilities/equipment adjacent to the Area of Work from damage and/or contamination resulting from activities and materials used in performance of Work.
 1. Repair damage at no cost to Owner.
 2. Remove contaminants and return surfaces to pre-construction condition at no cost to Owner.
 - G. Secure and protect materials and equipment from vandalism and/or theft.
 - H. Provide and maintain suitable barricades, shelter, lights, and danger signals during performance of the Work. Comply with applicable Federal, State, and local laws and regulations.
 - I. Provide and maintain a safe work environment for all construction and quality assurance / quality control personnel within the Area of Work at all times for the duration of the Project. Ensure safety of construction personnel, building occupants, and members of the public in areas adjacent to the Area of Work at all times for the duration of the Project.
 - J. Compile and dispose of debris and waste material as rapidly as accumulated for the duration of the Project.
 - K. Remove waste materials from Owner's property and dispose of legally.

1.9 TEMPORARY UTILITIES AND FACILITIES

- A. **Electrical Service:** Electric power from Owner's existing supply is available for reasonable use without metering and without payment of use charges; limited to 20 amp, 120-volt circuits. Provide connections and extensions of services as required for construction operations.
- B. **Water Service:** Water from Owner's existing domestic supply is available for reasonable use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. **Restroom Facilities:** Use of Owner's restroom facilities by Contractor, Contractor's Subcontractors, and other construction and/or quality assurance / quality control personnel is prohibited.
 1. Provide temporary restroom facilities on site, in location approved by Owner's Representative.
 2. Temporary facilities shall be maintained in a clean and sanitary condition on a daily basis for the duration of the Project.
- D. Interruption of existing utility service(s) shall not occur without prior written notification and consent of the Owner's Representative. The Owner's Representative has the sole authority to interrupt service.
 1. Notify Owner's Representative not less than two (2) days in advance of proposed utility interruptions.

2. Obtain written permission from Owner's Representative before proceeding with utility interruptions.

1.10 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units, and to verify that products are maintained under specified conditions and free from damage.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 6. Protect stored products from damage and liquids from freezing.
- D. Provide and remove temporary coverings as necessary to protect installed products from damage from foot traffic and subsequent construction operations.
- E. Coordinate on-site storage activities and location with Owner's Representative.
- F. Notify Owner one (1) week prior to requiring on-site storage space.
- G. Stored materials shall not interfere with building operations or building egress.

1.11 DEMOLITION

- A. Uninstall / demolish portions of existing construction as necessary to complete Work shown on Drawings and specified in individual Specification Sections.
- B. All demolished materials shall become the property of the Contractor unless otherwise noted.

- C. Remove, transport, and dispose of demolition materials off-site in a legal manner and location.

1.12 PRE-CONSTRUCTION REROOFING CONFERENCE

- A. Reroofing (Preinstallation) Conference: Reference Section 070150 "Preparation for Reroofing."

1.13 PROJECT OBSERVER

- A. Consultant will provide periodic on-site observations during construction.

PART 2 - PRODUCTS

2.1 RE-USE OF EXISTING MATERIAL

- A. Except as specifically indicated or specified, materials and equipment removed from existing construction shall not be used in completed Work.

2.2 MATERIALS AND EQUIPMENT

- A. Unless otherwise specified, all material and equipment shall be new, free from defects impairing strength, durability, and appearance, and of current manufacture.
- B. Items specified shall be considered minimum as to quality, function, capacity, and suitability for application intended.
- C. Items incorporated into Work shall conform to applicable specifications and standards designated, and shall be of size, make, type, and quality specified, unless otherwise approved.

2.3 MANUFACTURED AND FABRICATED PRODUCTS

- A. Design, fabricate, and assemble products in accordance with current best engineering, industry, and shop practices.
- B. Like parts of duplicate units shall be interchangeable and manufactured to standard sizes and gauges.
- C. Two (2) or more items of same kind shall be identical and made by same Manufacturer.

2.4 FIRE SUPPRESSION EQUIPMENT

- A. Provide portable, UL rated equipment of adequate capacity to extinguish minor fires in combustible material on job site; class and extinguishing agent as required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 SUPERVISION

- A. Contractor shall designate a qualified Superintendent to maintain effective supervision on the Project at all times Work is being performed.
 - 1. Superintendent duties shall be performed by the same individual throughout the entire duration of the Project.
 - 2. Superintendent shall attend the pre-construction conference.

3.2 QUALITY CONTROL

- A. Contractor and Contractor's Subcontractors shall employ, and Work shall be executed by, workers skilled in the particular trade(s) involved in the aspects of the Work for which the Contractor or Contractor's Subcontractor are responsible.
- B. Should Owner, in writing, deem any individual performing Work incompetent or unfit for assigned duties, Contractor shall dismiss said worker immediately or reassign said worker to a different task requiring a lesser degree of competence.
- C. Quality of Work shall be first class in every respect and all Work performed shall be in accordance with best trade practices.

3.3 MATERIAL HANDLING

- A. Use of cranes, hoists, towers, or other lifting devices deemed necessary by Contractor for proper and efficient movement of materials, the following requirements apply:
 - 1. Use only experienced personnel.
 - 2. Remove equipment as soon as possible after task is ended.
 - 3. Coordinate placement of such equipment with Owner's Representative.
 - 4. Obtain required permits and meet requirements of Authorities Having Jurisdiction regarding street and sidewalk closures, safety, noise, and other applicable regulations.
- B. Materials and debris shall not be allowed to free fall from the roof; chutes or conveyors must be utilized in conjunction with suitable barricades, warning lines, and other means of protection are erected to prevent damage to adjacent surfaces, and to prevent unauthorized persons from entering into work areas.
 - 1. Chutes or conveyors must be approved prior to use, subject to review by Owner's Representative.
 - a. Use may be denied if found to be unstable or if determined inadequate to prevent migration of excessive dust and debris.
- C. Materials shall not be transported through building interiors unless agreed upon by Owner's Representative.
- D. Schedule material delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

3.4 RE-USE OF EXISTING MATERIALS AND EQUIPMENT

- A. Where existing materials and/or equipment are specifically indicated or permitted to be re-used in Work, comply with the following:
 - 1. Exercise special care in removal, storage, and handling of products which require off-site storage, restoration, or renovation.
 - 2. Arrange and bear the cost of protection, transportation, storage, and handling of products which may require off-site storage, restoration, or renovation.

3.5 FIRE SAFETY

- A. Abide by all fire safety requirements for buildings under construction, alteration, or demolition as required by the 2022 Edition of the Oregon Structural Specialty Code and the 2022 Edition of the Oregon Fire Code.
- B. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
- C. Maintain fire suppression equipment in working condition with current inspection certificate attached.
- D. Smoking is prohibited on Project site.

3.6 EXAMINATION AND PREPARATION

- A. Inspect existing conditions and review project requirements and Contract Documents. Proceed with Work only after unsatisfactory conditions have been corrected.
- B. Verify that materials and equipment being furnished meet requirements specified.
- C. Prior to start of Work, verify that all roof drains in the Area of Work are unobstructed and in proper working condition; notify Owner's Representative, in writing, of any roof drain found to be obstructed or defective prior to proceeding with Work.
 - 1. Proceeding with the Work indicates all drains are unobstructed and in proper working condition.
- D. Prior to start of Work, verify that the existing roof deck is suitable to receive the new roof system; if any part of the existing roof deck substrate is found to be defective, notify Owner's Representative and Consultant in writing prior to proceeding with Work.
 - 1. Proceeding with the Work indicates acceptance of existing substrate condition.

3.7 TESTING

- A. Owner reserves the right to require testing as necessary to confirm compliance with Contract Documents.
- B. Owner shall bear the cost of testing except as otherwise indicated.
 - 1. Contractor shall bear the cost of testing in the event that testing indicates non-compliance with the Contract Documents.
- C. Non-compliant Work shall be corrected and retested until determined to comply with Contract Documents.
- D. Contractor shall bear the cost for retesting non-compliant Work.
- E. Cooperate with activities of testing agency.

END OF SECTION 011000

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 013100 "Project Management and Coordination" for procedures for submitting requests for information (RFIs).

1.3 MINOR CHANGES IN THE WORK

- A. Consultant will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710 or other form acceptable to the Owner.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Consultant will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Consultant are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 7 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Quotation Form: Use forms provided by Owner or Contractor's standard forms acceptable to Owner and Consultant.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Owner's Representative.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Proposal Request Form: Use forms provided by Owner or Contractor's standard forms acceptable to Owner and Consultant.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Contractor will issue a Change Order for signatures of Owner and Contractor on AIA Document G701 or on Contractor's standard forms acceptable to Owner and Consultant.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Consultant may issue a Construction Change Directive on AIA Document G714 or other form provided by the Owner. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to the Owner at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Owner's name.
 - c. Owner's Project number.
 - d. Name of Consultant.
 - e. Consultant's Project number.
 - f. Contractor's name and address.
 - g. Date of submittal.
 - 2. Arrange schedule of values consistent with format of AIA Document G703.
 - 3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or division.
 - b. Description of the Work.

- c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 6. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.
 7. Temporary Facilities: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
 8. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 9. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by the Construction Manager and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
 1. Other Application for Payment forms proposed by the Contractor may be acceptable to Construction Manager and Owner. Submit forms for approval with initial submittal of schedule of values.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Construction Manager will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit one electronic copy of the signed and notarized Application for Payment to the Construction Manager. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Sustainable design action plans, including preliminary project materials cost data.
 6. Schedule of unit prices.
 7. Submittal schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction conference.
- H. Application for Payment at Substantial Completion: After Consultant issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Certification of completion of final punch list items.
 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 4. Updated final statement, accounting for final changes to the Contract Sum.
 5. AIA Document G706.
 6. AIA Document G706A.
 7. AIA Document G707.
 8. Evidence that claims have been settled.
 9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 10. Final liquidated damages settlement statement.
 11. Proof that taxes, fees, and similar obligations are paid.
 12. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. RFIs.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request for Information. Request from Owner, Construction Manager, Consultant, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - 1. Post copies of list in Project in prominent locations in each built facility. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.

1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Consultant will return without response those RFIs submitted to Consultant by other entities controlled by Contractor.
 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Owner name.
 3. Owner's Project number.
 4. Name of Consultant
 5. Consultant's Project number.
 6. Date.
 7. Name of Contractor.
 8. RFI number, numbered sequentially.
 9. RFI subject.
 10. Specification Section number and title and related paragraphs, as appropriate.
 11. Drawing number and detail references, as appropriate.
 12. Field dimensions and conditions, as appropriate.
 13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 14. Contractor's signature.
 15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716 or contractor's standard RFI form – if acceptable to the Owner.
1. Attachments shall be electronic files in PDF format.

- D. Consultant's and Construction Manager's Action: Consultant and Construction Manager will review each RFI, determine action required, and respond. Allow seven days for Consultant's response for each RFI.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Consultant's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Consultant's action may include a request for additional information, in which case Consultant's time for response will date from time of receipt by Consultant or Construction Manager of additional information.
 3. Consultant's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Consultant and Construction Manager in writing within 5 days of receipt of the RFI response.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals when required by an individual Specification Section.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for the Work covered by the Contract Documents, restrictions on use of Project site, coordination with occupants, and work restrictions.
 - 2. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
 - 3. Section 016000 "Product Requirements" for selection requirements of products for use in Project.
 - 4. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
 - 5. Section 061053 "Miscellaneous Rough Carpentry" for products used in installation of wood curbs, nailers, and sheathing, as applicable.
 - 6. Section 070150 "Preparation for Re-Roofing" for methods of existing roof tear-off procedures and requirements.
 - 7. Section 075419 "Polyvinyl-Chloride (PVC) Roofing" for products used in installation of single-ply PVC roof systems.
 - 8. Section 076200 "Sheet Metal Flashing and Trim" for products used in installation of sheet metal flashing and trim systems.
 - 9. Section 077200 "Roof Accessories".

1.2 DEFINITIONS

- A. Action Submittal: Written and graphic information and physical samples that require Consultant's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittal: Written and graphic information and physical samples that do not require Consultant's responsive action. Submittals may be rejected for non-compliance with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Consultant will mark reviewed submittal materials as follows:
 - 1. "No Exceptions Taken": Submittal content complies with the general intent of the Contract Documents.
 - 2. "Make Corrections Noted": Submittal content complies with the general intent of the Contract Documents given that corrections noted are incorporated.

3. "Revise and Resubmit": Submittal content cannot be evaluated for compliance with the general intent of the Contract Documents as submitted. Information provided does not apply in whole or in part, or is incomplete.
4. "Rejected": Submittal content does not comply with the general intent of the Contract Documents. Product or system does not meet Project requirements and is not acceptable for proposed use.

1.3 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Consultant.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
8. Submittal purpose and description.
9. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
10. Drawing number and detail references, as appropriate.
11. Indication of full or partial submittal.
12. Location(s) where product is to be installed, as appropriate.
13. Other necessary identification.
14. Remarks.
15. Signature of transmitter.

B. Options: Identify options requiring selection by Consultant.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Consultant on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number. Include bookmarks for each document included in the submittal package.

1.4 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Required submittals are indicated in individual Specification Sections.
 - 1. Email: Prepare submittals as PDF package and transmit to Consultant by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Consultant.
 - a. For action submittals, Consultant will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Resubmittals: Make resubmittals in same form as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 - 3. Resubmit submittals when initial submittals are stamped “Revise and Resubmit” or “Rejected” by Consultant. Submittals stamped “Make Corrections Noted” by Consultant need not be resubmitted.
- D. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- E. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with Consultant's “No Exceptions Taken” or “Make Corrections Noted” stamp.

1.5 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.

2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- E. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- F. Certificates:
1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.

5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.

1.6 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Consultant.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 1. Consultant will not review submittals received from Contractor that do not have Contractor's review and approval.

1.7 CONSULTANT'S REVIEW

- A. Consultant will review each submittal, indicate corrections or revisions required, and return.
 1. PDF Submittals: Consultant will indicate, via markup on each submittal, the appropriate action. Refer to Definitions article of this Section.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Consultant.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Consultant will return without review submittals received from sources other than Contractor.
- E. Submittals not required by the Contract Documents will be returned by Consultant without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Consultant, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
 - 1. Section 011000 "Summary" for the Work covered by the Contract Documents, restrictions on use of Project site, coordination with occupants, and work restrictions.
 - 2. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
 - 3. Section 016000 "Product Requirements" for selection requirements of products for use in Project.
 - 4. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
 - 5. Section 061053 "Miscellaneous Rough Carpentry" for products used in installation of wood curbs, nailers, and sheathing, as applicable.
 - 6. Section 070150 "Preparation for Re-Roofing" for methods of existing roof tear-off procedures and requirements.
 - 7. Section 075419 "Polyvinyl-Chloride (PVC) Roofing" for products used in installation of single-ply PVC roof systems.
 - 8. Section 076200 "Sheet Metal Flashing and Trim" for products used in installation of sheet metal flashing and trim systems.
 - 9. Section 077200 "Roof Accessories".

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in

nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) in accordance with 29 CFR 1910.7, by a testing agency accredited in accordance with NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Consultant.

1.3 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Consultant regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Consultant for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Consultant for a decision before proceeding.

1.4 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement of whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

1.5 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
 - 1. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Consultant and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Consultant and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.

5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.7 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures, and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Consultant and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Consultant with copy to Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections, and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

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

END OF SECTION 014000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product substitutions; and comparable products.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for the Work covered by the Contract Documents, restrictions on use of Project site, coordination with occupants, and work restrictions.
 - 2. Section 013300 "Submittal Procedures" for submitting schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
 - 3. Section 014000 "Quality Requirements" for general testing and inspecting requirements.
 - 4. Section 017700 "Close-Out Procedures" for coordinating closeout of the Contract.

1.2 CONTRACTORS RESPONSIBILITIES

- A. Investigate proposed products and determine that they are equal or superior in all respects to products specified.
- B. Provide same guarantee for accepted substitutions as for products specified.
- C. Coordinate installation of accepted substitutions into Work, making such changes as may be required for the Work to be complete in all respects.
- D. Waive all claims for additional costs related to substituted materials.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SUBSTITUTION REQUIREMENTS DURING THE BIDDING PERIOD

- A. Submit the following information with each Proposal:
 - 1. Construction Specifier's Institute (CSI) Substitution Request Form.
 - 2. Itemized comparison of proposed substitution with product or method specified.
 - 3. Complete data on each material and system for this Project only, substantiating compliance of proposed substitution with Contract Documents.
 - 4. Complete evidence including test numbers and supporting reports indicating compliance with referenced standards relating to this Project only.
 - 5. A statement from materials Manufacturers stating that warranty requirements specified are acceptable and that such warranty shall be issued upon successful completion of Project.
 - 6. Set of Details for this Project clearly indicating specific deviations proposed for the substitution.

7. Mark Specification Sections within Project Manual to indicate all deviations in materials, products, and methods specified.
8. Submit samples of all materials and products including accessories, anchors, and similar items.
9. All substitution requests shall be submitted within 3 days prior to bid due date.
10. All substitution requests shall be submitted by a bidding contractor.

3.2 SUBSTITUTIONS REQUESTED AFTER AWARD OF CONTRACT

- A. To be considered, a substitution must be for one or more of the following conditions and must be documented in any such request:
 1. Required for compliance with final interpretation of code requirements or insurance regulations.
 2. Required due to unavailability of specified product, through no fault of the Contractor.
 3. Required because subsequent information disclosed the inability of the specified product to perform properly or to fit in the designated space.
 4. Required because it has become clearly evident, in the judgment of the Owner that a substitute would be substantially in the best interest of the Owner in terms of cost, time (schedule), or other considerations.

3.3 SUBSTITUTIONS NOT PERMITTED

- A. Materials that are indicated or implied on Shop Drawings or product data submitted without first requesting approval thereof in accordance with requirements of this section.
- B. Acceptance will require substantial revision of the Contract Documents, except as allowed by Article 2.2 above.
- C. Any substitution request submitted by a manufacturer.

3.4 PRODUCT OPTIONS

- A. For products specified only be referenced standards, provide products by any Manufacturer meeting standards specified.
- B. For products specified by naming one or more products, provide any product named.
- C. If conditional requirements are stipulated, each product must comply with those requirements.
- D. Products not specifically named must be approved prior to award of contract.
- E. There is no option and no substitution will be allowed for products specified by naming a product to match existing products or systems; provide product of the same name.

END OF SECTION 016000

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final Completion procedures.
 - 3. List of incomplete items.
 - 4. Submittal of Project warranties.
 - 5. Final cleaning.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for the Work covered by the Contract Documents, restrictions on use of Project site, coordination with occupants, and work restrictions.
 - 2. Section 013300 "Submittal Procedures" for submitting schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
 - 3. Section 014000 "Quality Requirements" for general testing and inspecting requirements.
 - 4. Section 016000 "Product Requirements" for selection requirements of products for use in Project.
 - 5. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 SUBSTANTIAL COMPLETION

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

7. Terminate and remove temporary facilities from Project site, along with stair towers, dumpsters, construction tools and containers, and similar elements.
8. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

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

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

1.3 FINAL COMPLETION

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

1. Submit certified copy of Consultant Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owners Representative. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements. Owners Representative will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-Inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit an electronic copy or three hard copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.

- c. Name of Owner's Representative.
- d. Name of Contractor.
- e. Page number.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove labels that are not permanent.
 - h. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication and foreign substances.
 - i. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - j. Clean interior finishes and surfaces in spaces affected by execution of the Work.
 - k. Leave Project clean and ready for occupancy.

- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess material on Owner's property. Do not discharge volatile, harmful, or dangerous material into drainage systems. Remove waste material from the Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record specifications.
 - 3. Warranties.
 - 4. Other project documentation.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for the Work covered by the Contract Documents, restrictions on use of Project site, coordination with occupants, and work restrictions.
 - 2. Section 013300 "Submittal Procedures" for submitting schedules and reports.
 - 3. Section 140000 "Quality Requirements" for general testing and inspecting requirements.
 - 4. Section 016000 "Product Requirements" for selection requirements of products for use in Project.
 - 5. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.2 SUBMITTALS

- A. Record Specifications: Submit electronic copy of Project's Specifications in PDF format, including addenda and contract modifications, bookmarked for each section.
- B. Record Drawings: Submit electronic copy of Record Drawings in PDF format, including addenda and contract modifications, bookmarked for each sheet.
- C. Record Product Data: Submit electronic copy of each Product Data submittal in PDF format bookmarked for each document included.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.
- D. Inspection Reports and Field Reports: Submit electronic copy of each report received during construction, including all submitted Punch Lists and Final Inspections, in PDF format bookmarked for each report included.
- E. Warranties: Submit electronic copy of each warranty specified in PDF format bookmarked for each warranty included.
- F. Maintenance Instructions: Submit electronic copy in PDF format bookmarked for each document included.

- G. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit electronic copy of each submittal in PDF format.

PART 2 - PRODUCTS

2.1 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Record the name of manufacturer and other information necessary to provide a record of selections made.
 - 2. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.2 RECORD DRAWINGS

- A. Record Prints: Maintain one set of black-line prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Revisions to routing of piping and conduits.
 - d. Actual equipment locations.
 - e. Changes made by Change Order or Construction Change Directive.
 - f. Changes made following Owners Representative written orders.
 - g. Details not on the original Contract Drawings.
 - h. Field records for variable and concealed conditions.
 - i. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

2.3 RECORD PRODUCT DATA

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

2.4 INSPECTION

- A. Make legible copies of all inspection reports provided by manufacturer, inspection agencies, and city / county inspector.
- B. Provide full color copies of all Field Reports provided electronically by the Owners Representative during the course of construction.
 1. Include Punch List Inspections and Final Inspection Documentation.
- C. Provide full color copies of all field reports provided by the roof membrane manufacturer, including Punch List and Final Inspection documents.

2.5 WARRANTIES

- A. Include warranties for manufactured / assembled systems covered by a manufacturer, as specified within the individual specification sections.
- B. Include contractor warranties for the systems installed, as specified within the individual specification section.

2.6 MAINTENANCE INSTRUCTIONS

- A. For each system installed, provide by the manufacturer of the system, indicating Owner responsibility under the terms of the Warranty.
- B. Include all technical information for the installed system.
- C. Name, Address, and Phone number of Contractor(s) and Manufacturer(s) of each material, product, and system.

2.7 PROJECT RECORD DOCUMENT - ASSEMBLY AND SUBMITTAL

- A. Assemble records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work.
- B. Combine records and identify each, ready for continued use and reference. Assemble ALL records in one PDF as to include the following:
 - 1. Table of Contents.
 - 2. Project Team list.
 - 3. Record Specifications.
 - 4. Record Drawings.
 - 5. Record Product Data.
 - 6. Inspection Reports and Field Reports, as applicable.
 - 7. Specified Warranties.
 - 8. Maintenance Instructions.
- C. Submit Record Document package to Consultant; reviewed copy will be returned to the Contractor and the Owner.

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.5 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

- C. Notify Consultant of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials:
 - 1. It is not expected that hazardous materials will be encountered in the Work.
 - a. If suspected hazardous materials are encountered, do not disturb; immediately notify Consultant and Owner.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off utilities with utility companies.

2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary facilities, dust control, heating, and cooling specified in Section 011000 "Summary."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Proceed with selective demolition systematically, from high to low.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches.
 5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 6. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 8. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of lawfully.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Framing with dimension lumber.
 - 2. Rooftop equipment bases and support curbs.
 - 3. Wood blocking and nailers.
 - 4. Plywood backing panels.

1.3 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater size but less than 5 inches nominal size in least dimension.

1.4 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency

certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.

B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC3b.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

2. For exposed items indicated to receive a stained or natural finish, chemical formulations shall not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings.

2.3 DIMENSION LUMBER FRAMING

A. Framing: Construction, Stud, or No. 3, any of the following species:

1. Hem-fir (north); NLGA.
2. Mixed southern pine or southern pine; SPIB.
3. Spruce-pine-fir; NLGA.
4. Hem-fir; WCLIB or WWPA.
5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
6. Northern species; NLGA.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Rooftop equipment bases and support curbs.

B. Dimension Lumber Items: Standard, Stud, or No. 3 grade lumber of any of the following species:

1. Hem-fir (north); NLGA.
2. Mixed southern pine or southern pine; SPIB.
3. Spruce-pine-fir; NLGA.

4. Hem-fir; WCLIB or WWPA.
5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
6. Northern species; NLGA.

- C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- E. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- C. Do not splice structural members between supports unless otherwise indicated.
- D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- E. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- F. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use inorganic boron for items that are continuously protected from liquid water.
2. Use copper naphthenate for items not continuously protected from liquid water.

G. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

H. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

3.3 PROTECTION

- A. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

SECTION 070150 - PREPARATION FOR REROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Re-cover/overlay preparation of roof area indicated.

- B. Related Requirements:

- 1. Section 011000 "Summary" for use of the premises and phasing requirements.
 - 2. Section 015000 "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.

1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

- B. Roof Re-Cover/Overlay Preparation: Existing roofing system is to remain and be prepared for new roof installed over it.

1.4 SUBMITTALS

- A. Product Data: For each type of product.

- B. Shop Drawings: Include plans, sections, and details.

- C. Qualification Data: For Installer.

- 1. Include certificate that Installer is approved by warrantor of existing roofing system.
 - 2. Include certificate that Installer is licensed to perform asbestos abatement.

- D. Roof re-cover adhesive pull test report.

- E. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Licensed to perform asbestos abatement in the state or jurisdiction where Project is located.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.
- A. Reroofing (Preinstallation) Conference: Conduct conference at Project site.
 - 1. Meet with Owner; Roof Consultant; Owner's insurer if applicable; testing and inspecting agency representative; roofing system manufacturer's representative; roofing Installer, including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing, including installers of roof deck, roof accessories, and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing system overlay/recover installation, including, but not limited to, the following:
 - a. Roofing system manufacturer's written instructions.
 - b. Temporary protection requirements for existing roofing system components that are to remain.
 - c. Existing roof drains and roof drainage during each stage of roofing, and roof-drain plugging and plug removal.
 - d. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - e. Existing roof deck conditions requiring notification of the Owner.
 - f. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
 - g. Structural loading limitations of roof deck during reroofing.
 - h. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that affect reroofing.
 - i. HVAC shutdown and sealing of air intakes.
 - j. Shutdown of fire-suppression, -protection, and -alarm and -detection systems.
 - k. Governing regulations and requirements for insurance and certificates if applicable.
 - l. Existing conditions that may require notification of the Owner before proceeding.
 - m. Review temporary protection requirements for roofing during and after installation.
 - n. Review roof observation and repair procedures after roofing installation.

1.6 FIELD CONDITIONS

- A. Existing Roofing Systems: JP Stevens TPO single-ply membrane.
- B. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations are not disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
 - 1. Coordinate work activities daily with Owner so Owner can place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.

- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Conditions existing at time of inspection for bidding are maintained by Owner as far as practical.
 - 1. Construction Drawings for existing roofing system are provided for Contractor's convenience and information, but are not a warranty of existing conditions. They are intended to supplement rather than serve in lieu of Contractor's own investigations. Contractor is responsible for conclusions derived from existing documents.
- F. Limit construction loads on roof where specific restrictions are described in the Structural Drawings.
- G. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
 - 1. Remove only as much roofing in one day as can be made watertight in the same day.
- H. Hazardous Materials: No hazardous materials are anticipated to be encountered during the course of roofing operations.
 - 1. If suspect materials are encountered, do not disturb and immediately notify the Owner and Consultant.

PART 2 - PRODUCTS

2.1 TEMPORARY PROTECTION MATERIALS

- A. Expanded Polystyrene (EPS) Insulation: ASTM C 578.
- B. Plywood: DOC PS1, Grade CD Exposure 1.
- C. OSB: DOC PS2, Exposure 1.

2.2 RE-COVER BOARDS

- A. Cover Board: Reference Section 075419 "Polyvinyl-Chloride (PVC) Roofing."

PART 3 - EXECUTION

3.1 PREPARATION

- A. Shut off rooftop utilities and service piping before beginning the Work.
- B. Test existing roof drains to verify that they are not blocked or restricted. Immediately notify Owner of any blockages or restrictions.

- C. Protect existing roofing system that is not to be reroofed.
- D. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- E. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- F. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
 - 1. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.
 - 2. Do not permit water to enter into or under existing roofing system components that are to remain.

3.2 ROOF RE-COVER PREPARATION

- A. Remove ridges, buckles, mechanically attached roofing fastener buttons projecting above roofing, and other substrate irregularities from existing roofing that inhibit new re-cover boards from conforming to substrate.
 - 1. Remove all water from the membrane surface.
 - 2. Broom clean existing substrate.
 - 3. Verify that existing substrate is dry before proceeding with installation of re-cover boards. Spot check substrates with an electrical capacitance moisture-detection meter. Moisture content of the existing roof insulation in excess of 19% is considered wet and is to be removed and replaced.
 - 4. Remove materials that are wet or damp.

3.3 RE-COVER BOARD INSTALLATION

- A. Install re-cover boards over roofing with long joints in continuous straight lines and end joints staggered between rows. Loosely butt re-cover boards together and mechanically fasten.

3.4 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - 1. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150

SECTION 075419 – POLYVINYL-CHLORIDE (PVC) ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Adhered single-ply roof membrane system.
2. Mechanically attached cover board over existing roof assembly.
3. Mechanically attached substrate board at base flashing applications.
4. Rigid board flat stock insulation at base flashing applications.
5. Walkpads.

B. Related Requirements:

1. Section 061053 "Miscellaneous Rough Carpentry" for wood nailers and blocking.
2. Section 070150 "Preparation for Re-Roofing" for methods of existing roof tear-off procedures and requirements.
3. Section 076200 "Sheet Metal Flashing and Trim" for coping, counter flashing, and other sheet metal components and accessories.

1.3 REFERENCE STANDARDS

- A. ANSI/SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems.
- B. ANSI/SPRI FX-1 - American National Standard - Standard Field Test Procedure for Determining the Withdrawal Resistance of Roofing Fasteners.
- C. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- D. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing.
- E. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- F. ASTM D4434/D4434M - Standard Specification for Poly (Vinyl Chloride) Sheet Roofing.
- G. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

- H. NRCA ML104 - The NRCA Roofing and Waterproofing Manual; National Roofing Contractors Association.
- I. SMACNA (ASMM) - Architectural Sheet Metal Manual.
- J. UL (RMSD) - Roofing Materials and Systems Directory; Underwriters Laboratories Inc.

1.4 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

1.5 REROOFING (PREINSTALLATION) CONFERENCE

- A. Reroofing (Preinstallation) Conference: Reference Section 070150 "Preparation for Reroofing."

1.6 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For single-ply roofing. Include plans, details, and attachments to other work, including:
 - 1. Base flashings and built-up terminations.
 - 2. Crickets, saddles, and tapered edge strips, including slopes.
- C. Samples for Verification: For the following products:
 - 1. Sheet roofing, of colors indicated for Owner selection.
 - 2. Walkway pads or rolls, of color required.
- D. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
- E. Qualification Data: For qualified Installer and manufacturer.
- F. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - 1. Submit evidence of compliance with performance requirements.
- G. Field quality-control reports.
- H. Warranties: Sample of special warranties.
- I. Maintenance Data: For roofing system to include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Manufacturer's Qualifications and Requirements:

1. A qualified manufacturer that has UL listing for roofing system identical to that used for this Project.
2. Technical representative of materials manufacturer shall periodically observe provide written documentation of the work in progress.
3. The technical representative, as a minimum, shall be present to observe existing membrane preparation, general installation procedures, and final completion; submit documentation of manufacturer's final acceptance.
4. Work shall not proceed until such observations have been made and conditions have been approved in writing by the manufacturer.
5. Technical representative shall perform a punch list inspection upon substantial completion of the project indicating all items in need of attention, including conformance to manufacturer's published installation instructions and these contract documents; provide documentation.

B. Installer Qualifications and Requirements:

1. A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
2. In continuous business under same name for past ten (10) years.
3. Completed at least five (5) successful installations of specified materials and systems on projects of similar scope.
4. Contractor shall provide all personnel trained in application of materials and systems and shall maintain supervision as specified elsewhere.
5. Installer Field Supervision: Require Installer to maintain a full-time supervisor / foreman on the job site during times that roofing system installation is in progress, and who is experienced in installation of the specified roofing systems.

C. Source Limitations: Obtain components including roof insulation fasteners for membrane roofing system from same manufacturer as membrane roofing or approved by membrane roofing manufacturer.

D. Exterior Fire-Test Exposure: ASTM E 108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.

E. Fire-Resistance Ratings: Where indicated, provide fire-resistance-rated roof assemblies identical to those of assemblies tested for fire resistance per ASTM E 119 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Packing, Shipping, Handling, and Unloading:

B. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

1. Do not leave unused rigid insulation and other sheet materials on the roof overnight or when roofing work is not in progress unless protected and elevated from weather or other moisture sources.
- C. Storage and Protection:
1. Store and handle roofing sheets in a dry, well-ventilated, weathertight place to ensure no possibility of significant moisture pickup.
- D. Control temperature of storage areas in accordance with the manufacturer's instructions.
- E. Store materials on pallets, blocking, or other means to keep materials from coming into contact with moisture, dirt, debris, and other contaminants.
- F. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- G. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- H. Protect roof level rigid insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with rigid insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- I. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.9 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with roofing work only when existing and forecasted weather conditions permit roofing to be installed in accordance with manufacturer's written recommendations and warranty requirements.
- B. Have necessary waterproof canvas or plastic sheeting readily available in case of emergency. The Contractor will be held liable for any damage to building interior due to Contractor's negligence.
- C. Protect open roofs and flashings to prevent the entrance of moisture or rain water into the existing structure until new materials have been applied and roof is in a watertight condition.
- D. Roofing materials shall not be applied when water in any form (i.e., rain, dew, ice, frost, snow, etc.) is present on the deck.
- E. Adhesive applied roofing materials shall not be applied when dirt, dust, debris, oil, etc. is present on the deck.

1.10 WARRANTY

- A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of the new membrane roofing system that fail in materials or workmanship within specified warranty period.

1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, cover boards, substrate board, roofing accessories, and other components of the new membrane roofing system.
 2. Warranty Period: Twenty (20) years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of membrane roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, and walkway products, for the following warranty period:
1. Warranty Period: Two (2) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
 2. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Roofing System Design: The completed membrane roof system shall meet or exceed the uplift criteria as shown on the structural drawings.
- D. Solar Reflectance Index: Not less than 47 when calculated according to ASTM E 1980, based on testing identical products by a qualified testing agency.
- E. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- F. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

2.2 ROOFING MEMBRANE

- A. Source Limitations: Obtain components including roof insulation, fasteners, cover board, and adhesive for roofing system from same manufacturer as membrane roofing.
- B. PVC Sheet: ASTM 4434/ 4434D fiberglass reinforced Type II.

1. Thickness: 80 mils, minimum.
2. Exposed Face Color: Tan or Gray – to be selected by the Owner
3. Attachment Method: Adhered
4. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Carlisle – Syntec: Sure-Flex FRS.
 - b. Sarnafil: G 410-80
 - c. Or pre-bid approved.

2.3 AUXILIARY MEMBRANE ROOFING AND INSULATION MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.
 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
 2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- B. Flashing Sheet: Manufacturer's standard sheet flashing of same material, type, reinforcement, and color as sheet membrane.
 1. Thickness: 60 mils, minimum.
 2. Exposed Face Color: Match field membrane.
- C. Membrane Bonding Adhesive: Manufacturer's standard.
- D. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- E. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1-inch-wide by 0.05 inch thick, pre-punched.
- F. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening membrane to wood substrate, and acceptable to membrane roofing system manufacturer.
- G. Membrane Clad Metallic Coated Steel Sheet: Manufacturer's standard membrane coated, heat weldable sheet metal capable of being formed into a variety of shapes and profiles; 24-gauge core steel, G90 galvanized steel with PVC coating laminated to one side.
- H. Miscellaneous Accessories: Provide pourable sealers, preformed cone, and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.
- I. Sealant: Provide manufacturer's standard butyl sealant or tape for compression type terminations to membrane. Polyurethanes are not permitted.

- J. Backer Rod: Closed cell, polyethylene, flexible, rope-like foam joint backing material complying with ASTM C1330 and ASTM D5249. Sized for application of seismic joint.

2.4 COVER BOARD

- A. General: Provide preformed roof insulation cover boards that comply with the requirements and referenced standards and selected from manufacturer's standard size and of thickness indicated.
- B. Cover Board: 1/2-inch thick, closed-cell polyisocyanurate foam core bonded to high performance coated glass fiber facers on both sides; conforming to ASTM C 1289, Type II, Class 4, (80 psi minimum) with square edges.
 - 1. Attachment Method: Mechanically Attached.
 - 2. Products: Subject to compliance with requirements, provide the following:
 - a. Atlas: AC Foam. HS Cover Board.
 - b. Hunter Panel: H-Shield. HD Cover Board.
 - c. Or pre-bid approved equal.

2.5 SUBSTRATE BOARD

- A. General: Provide preformed substrate boards that comply with the requirements and referenced standards and selected from manufacturer's standard size and of thickness indicated.
- B. Substrate Board: At Contractors Option, provide one of the following products:
 - 1. Option 1: 1/2-inch thick, closed-cell polyisocyanurate foam core bonded to high performance coated glass fiber facers on both sides; conforming to ASTM C 1289, Type II, Class 4, (80 psi minimum) with square edges.
 - a. Attachment Method: Mechanically Attached.
 - b. Products: Subject to compliance with requirements, provide the following:
 - 1) Atlas: AC Foam. HS Cover Board.
 - 2) Hunter Panel: H-Shield. HD Cover Board.
 - 3) Or pre-bid approved equal.
 - 2. Option 2: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, 1/2-inch-thick, factory primed.
 - a. Attachment Method: Mechanically Attached.
 - b. Products: Subject to compliance with requirements, provide the following:
 - 1) Georgia Pacific, Dens Deck Prime.
 - 2) USG; SECUROCK, UltraLight Coated Glass-Mat Roof Board.
 - 3) Dexcell, FA Glass Mat Roof Board.
 - 4) Or approved.

2.6 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.
- B. Insulation Performance Requirements:
 - 1. Thermal Resistance: 5.7 per inch minimum R-value per manufacturer's data.
- C. Rigid Board Flat Stock Insulation: ASTM C 1289, Type II, rigid closed-cell polyisocyanurate foam board, felt or glass-fiber mat facer on both major surfaces.
 - 1. Produced using HC blowing agents in lieu of HCFCs, in accordance with standards mandated by the Environmental Protection Agency.
 - 2. Compressive strength: Nominal 20 psi per ASTM D 1621.
 - 3. Flame spread: 35 or less per ASTM E 84.
 - 4. Panel Thickness: 1.5-inch.
 - 5. Attachment method: Mechanically Attached.
- D. Insulation Unit Fasteners: Fasteners shall be utilized to secure the insulation units to the substrate.
 - 1. Meeting corrosion-resistance provisions in FMG 4470, designed for fastening roofing membrane components to substrate, tested by Manufacturer for required pullout strength, and acceptable to roofing system Manufacturer.
 - 2. Provide fastener lengths as required to penetrate wood sheathing a minimum of 3/4-inch, and maximum 1-1/4-inch. Fasteners shall not protrude through deck materials where deck is exposed to interiors.

2.7 WALKPADS

- A. Flexible Walkpads: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads or rolls, manufactured by roofing system manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:
 - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
 - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations, and that nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare existing roof system in accordance with requirements of 070150 Preparation for Reroofing.
- B. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections and protrusions.
- C. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- D. Verify that the existing drainage system is free flowing prior to beginning work.
- E. Prepare all surfaces and details in accordance with the manufacturer's written installation instructions and these Contract Documents.

3.3 ROOFING INSTALLATION, GENERAL

- A. Demolish existing membrane base flashings, penetration field wraps, penetration boot flashings and other existing roof membrane components that will prevent installation of new membrane base flashings and detailing in direct contact with the existing non-membrane substrates.
 - 1. Remove only as much of the existing roof in one day as can be made watertight in the same day.
- B. Vent (cut membrane in grid pattern) existing membrane in the field of the roof as recommended by manufacturer.
- C. Install roofing system according to roofing system manufacturer's written instructions, provided they do not conflict with the requirements herein.
 - 1. Install roofing and auxiliary materials to tie in to existing roofing to maintain weathertightness of transition.
- D. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of each workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.4 INFILL INSULATION INSTALLATION

- A. Coordinate installing roofing system components, so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Install insulation under area of roofing where indicated on Drawings to achieve required thickness to match elevation of existing insulation assembly. Install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.

- D. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation.

3.5 COVER BOARD INSTALLATION

- A. Install cover board over prepared existing roof membrane.
- B. Install cover board under area of roofing to be completed by end of each work day.
- C. Trim surface of cover board where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- D. Install cover boards over prepared substrate with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 12-inches in each direction. Loosely butt cover boards together adhere to insulation assembly.
 - 1. Mechanically attach cover boards to resist uplift pressure at corners, perimeter, and field of roof as shown on the Structural Drawings.

3.6 SUBSTRATE BOARD INSTALLATION AT BASE FLASHINGS

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof with end joints tightly butted substrate boards together.
 - 1. Secure substrate board according to current code requirements.
 - 2. Gaps in joints shall not exceed 3/16". All gaps must be filled flush with the surface of the board with membrane manufacturer approved all-purpose sealant.
- B. Thoroughly clean the substrate board in compliance with the membrane manufacturer's recommendations prior to membrane installation.

3.7 ADHERED ROOFING INSTALLATION

- A. Adhere roofing over cover board or substrate board at areas to receive roofing according to roofing system manufacturer's written instructions. Unroll roofing and allow to relax before retaining.
 - 1. Install sheet according to manufacturer's written installation instructions for the specified warranty term limits.
- B. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- C. Accurately align roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer.
- D. Bonding Adhesive: Apply to substrate and underside of roofing at rate required by manufacturer and follow the roofing manufacturer's adhesive installation recommendation. Do not apply to splice area of roofing membrane.

- E. In addition to adhering, mechanically fasten roofing membrane securely at terminations, penetrations over 18-inches wide, and perimeter of roof in accordance with manufacturer requirements.
- F. Apply roofing with side laps shingled with slope of roof deck where possible.
- G. Seams: Overlap roofing, and hot-air weld side and end laps of roofing and sheet flashings according to manufacturer's written instructions, to ensure a watertight seam installation. Clean seam areas prior to welding when soiled or contaminated.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply cut-edge sealant to seal cut edges of sheet when required or recommended by the manufacturer's written installation instructions.
 - 2. Verify field strength of seams a minimum of twice daily, take samples from membrane overages to be trimmed for fit and finish.
 - a. Submit tests to Owner / Consultant daily with time and location of test clearly identified upon request.
 - b. Do not tack weld test samples to finished product.
 - 3. Repair tears, voids, and lapped seams in roofing that do not comply with requirements.
- H. Spread sealant bed over deck-drain flange at roof drains, and securely seal roofing in place with clamping ring.
- I. Spread sealant over field membrane at roof edges to receive integrated membrane clad metal flashing. Embed and mechanically attach membrane clad metal flashing and strip into roofing for watertight performance in accordance with the manufacturer's installation recommendations.

3.8 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates in a fashion acceptable to the manufacturer.
 - 1. Apply bonding adhesive to substrate and underside of sheet flashing at required rate. Do not apply to seam area of flashing.
 - 2. Overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
 - 3. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.
 - 4. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.

3.9 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.
 - 1. Trim walkway pads away from drainage valleys to establish a minimum clear drainage area of 3-inches to each side of the centerlines of all drainage valleys.

2. Locate walkway directly adjacent to and full length of curbed mechanical equipment on serviceable sides of equipment.
3. At low sides of walkways allow weeps in continuous weld 4-inches long every four feet minimum one per walkway.

3.10 SPLASH PADS:

- A. Splash Pads: Install 16-inch by 24-inch walkway products at locations of downspout outlets where drainage evacuates to roof level. Heat weld to adhere walkway products to roof membrane according to roofing system manufacturer's written instructions.

3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to inspect substrate conditions, surface preparation, membrane application, flashings, protection, and drainage components, and to furnish reports to the Consultant.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
- C. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.12 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Consultant and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075419

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Formed roof-drainage sheet metal fabrications.
2. Formed low-slope roof sheet metal fabrications.
3. Formed wall sheet metal fabrications.
4. Formed equipment support flashing.
5. Channel supports for mounting rooftop equipment.
6. Liquid membrane flashing for encapsulating sheet metal flashings.

- B. Related Requirements:

1. Section 061053 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 075419 "Polyvinyl-Chloride (PVC) Roofing" for installation of sheet metal flashing and trim integral with roofing.

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.4 REROOFING (PREINSTALLATION) CONFERENCE

- A. Reroofing (Preinstallation) Conference: Reference Section 070150 "Preparation for Reroofing."

1.5 SUBMITTALS

- A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

- B. Shop Drawings: For sheet metal flashing and trim.

1. Detail fabrication and installation layouts, and keyed details. Distinguish between shop- and field-assembled work.
2. Include identification of material, thickness, weight, and finish for each item and location in Project.
3. Include details for forming, including profiles, shapes, seams, and dimensions.
4. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
5. Include details of termination points and assemblies.
6. Include details of roof-penetration flashing.
7. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counter flashings as applicable.
8. Include details of special conditions.
9. Include details of connections to adjoining work.
10. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches.

C. Samples for Verification: For each type of exposed finish.

1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.

D. Qualification Data: For fabricator.

E. Sample Warranty: For special warranty.

F. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1. For copings and roof edge flashings that are SPRI ES-1 tested, shop shall be listed as able to fabricate required details as tested and approved.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.

B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.8 WARRANTY

A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
2. Finish Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. SPRI Wind Design Standard: Manufacture and install copings and roof edge flashings tested according to SPRI ES-1 and capable of resisting the following design pressure:
 1. Design Pressure: As indicated on the Structural Drawings.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Stainless-Steel Sheet: ASTM A167, Grade 2D, Type 304, soft temper, smooth finish No 2B bright; cold rolled finish.
 1. Gauge: As indicated in the Sheet Metal Fabrications Schedule.
- C. Pre-painted, Metallic-Coated Steel Sheet (exposed flashing & coping): ASTM A6531 A653M G90 coating designation. Restricted flatness steel sheet, metallic coated by the hot-dip process and pre-coated by the coil-coating process to comply with ASTM A 755/A 755M.
 1. High-Performance Organic Finish: Two-coat thermocured system containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with physical properties and coating performance requirements of AAMA 2604, except as modified for 1000 hours of humidity and salt spray resistance.

2. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5-mil.
3. Gauge: As indicated in the Sheet Metal Fabrications Schedule.
4. Color: To vary by location and be selected by the Owner from manufacturer's full range of standard colors.

D. Membrane Clad Metallic Coated Steel Sheet: Metallic-coated steel sheet coated with a layer of non-reinforced PVC roofing membrane flashing.

1. Gauge: As indicated in the Sheet Metal Fabrications Schedule.
2. Color: As indicated in the Sheet Metal Fabrications Schedule.

2.3 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation, and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

B. Fasteners: Wood screws, ring shank nails, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.

1. General:
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: Galvanized self-drilling screws gasketed with hex washer head.
 - c. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
 - d. Pop Rivet: Westward Steel with Button head, 1/8-inch diameter blind rivet, in color to match color of sheet metal.

C. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.

D. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.

1. Products:
 - a. Pecora Corporation; BC-158.
 - b. Tremco Incorporated; Butyl Sealant.
 - c. Or pre-bid approved equal.

2. Location of Use: As indicated on the Drawings and in locations protected from UV degradation.

E. Elastomeric Sealant: Single component, Nonsag, Fast Curing, Silyl-Terminated Polyether or Polyurethane Sealant: ASTM C920, Type S, Grade NS, Class 50 for Use NT, M, A, G and O.

1. Products:
 - a. BASF Building Systems; Masterseal NP 150.
 - b. Tremco Incorporated; Dymonic FC.
 - c. Or pre-bid approved equal.

2. Location of Use: Exposed joints in sheet metal flashing and trim, and other metal-to-metal applications.
- F. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
 - G. Clamping Bands: Stainless steel, sizes as dictated by conditions, screw type tightening system.
 - H. Lead Sheet: 4 lbs. desilverized lead sheet.
 - I. Plastic Cement: ASTM D4856, asbestos free, of consistency required for application.
 - J. Solder:
 1. For Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainless-steel sheet manufacturer.
 2. For Zinc-Coated (Galvanized) Steel: ASTM B 32, Grade Sn60, 60 percent tin and 40 percent lead.
 - K. Channel Support: Stainless steel A 240 (Type 304) channel supports of sufficient strength to support intended equipment.
 1. Manufacturer's:
 - a. Unistrut
 - b. Or pre-bid approved equal.
 - L. Liquid Membrane Flashing: Reinforced, moisture-cured resin using silane terminated polymer (STP) and fleece reinforcement suitable for direct application to metal substrates. ASTM D5147.
 1. Thickness: 90-mils minimum
 2. Water Vapor Transmission: 0.47 perms maximum.
 3. Manufacturer's:
 - a. Siplast, Paraflex Liquid Membrane
 - b. Or pre-bid approved equal.

2.4 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 2. Obtain field measurements for accurate fit before shop fabrication.
 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Use lapped expansion joints where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- E. Seams (where indicated for soldering): Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
 - 1. Soldering: Completely penetrate or sweat the joint. Pre-tin surfaces with the use of non-corrosive resin flux. Remove flux residue after soldering or tinning.
- F. Seams (for non-solderable metal): Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

2.5 SHEET METAL FABRICATIONS SCHEDULE

- A. Cleat: Fabricate with profiles as shown on the Drawings.
 - 1. Joint Style: 1/4" gap between butted ends.
 - 2. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal. Size cleats a minimum of one gauge thicker than component to be cleated.
- B. Coping: Fabricate with profile as shown on the drawings.
 - 1. Joint Style: Standing seam.
 - 2. Pre-painted, Metallic-Coated Steel Sheet: 24 gauge.
 - 3. Color: To be selected by the Owner.
- C. Counter Flashing: Fabricate with profile as shown on the drawings.
 - 1. Joint Style: Lapped and sealed.
 - 2. Pre-painted, Metallic-Coated Steel Sheet: 24 gauge.
 - 3. Color: To be selected by the Owner.
- D. Curb Cap: Fabricate with profile as shown on the drawings.
 - 1. Joint Style: Seamed and soldered.
 - 2. Stainless Steel: 24 gauge.
- E. Curbed Edge Flashing: Fabricate with profiles as shown on the Drawings.
 - 1. Joint Style: Lapped and sealed, with interlocked hem.
 - 2. Membrane clad metallic sheet: 24 gauge.
 - 3. Color: To be selected by the Owner.
- F. Saddle Flashing: Fabricate with profiles as shown on the Drawings.

1. Joint Style: Seamed, riveted and sealed, with interlocking hem.
 2. Pre-painted, metallic-coated steel sheet, 24 gauge.
 3. Color: To be selected by the Owner.
- G. Scupper Liner (Membrane Clad): Fabricate with profile as shown on the drawings.
1. Joint Style: Varies as required by manufacturer of roofing system.
 2. Sheet Metal: Membrane clad metallic sheet, 24 gauge.
 3. Color: Match roof membrane.
- H. Sheet Metal Corner Patches: Fabricate to fit over existing sheet metal caps in watertight fashion.
1. Joint Style: Seamed, riveted and sealed.
 2. Stainless Steel: 24 gauge.
- I. Storm Collars:
1. Joint Style: Interlocking, seamed, and soldered. Pop-rivet for extra strength where required.
 2. Stainless Steel: 24 gauge.
 3. Products – Type as indicated on the drawings:
 - a. SBC Industries, Clamp Umbrella
 - b. SBC Industries, Bell
 - c. Or pre-bid approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
1. Verify compliance with requirements for installation tolerances of substrates.
 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

3. Space cleats not more than 1 inch apart. Attach each cleat at the rates indicated on the Drawings and with two fasteners minimum. Bend tabs over fasteners.
 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 5. Torch cutting of sheet metal flashing and trim is not permitted.
 6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
1. Coat concealed side of stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
1. Do not use torches for soldering.
 2. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
 3. Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.

3.3 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Parapet Scuppers: Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
 - 1. Anchor scupper closure trim flange to exterior wall and seal with elastomeric sealant to scupper.

3.4 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.
- C. Copings: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated.
 - 1. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 6-inch centers.
 - 2. Anchor interior leg of coping with washers and screw fasteners through slotted holes at 24-inch centers.
- D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Extend counterflashing 4 inches over base flashing unless noted otherwise. Lap counterflashing joints minimum of 4 inches. Secure in waterproof manner by means.
- F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.5 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.6 CLEANING AND PROTECTION

- A. Clean and neutralize flux materials. Clean off excess solder.

- B. Clean off excess sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

SECTION 230500 - BASIC MECHANICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section includes the following:
 - 1. Temporary removal of existing rooftop HVAC equipment and associated exposed ductwork, as required for new roof Work.
 - 2. Reinstallation of existing equipment.

1.2 QUALITY ASSURANCE

- A. Use personnel with appropriate experience to perform work on HVAC equipment.
- B. All materials shall be installed according to manufacturer's published instructions and Contract Documents.

1.3 COORDINATION

- A. Coordinate installation of required supporting devices and other structural components with reroofing operations.

PART 2 - PRODUCTS

2.1 SHEET METAL

- A. Zinc-Coated (Galvanized) Steel Sheet ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality, 22 gauge galvanized core steel.

2.2 RELATED MATERIALS

- A. Provide misc. accessories, components, and materials required for a complete and proper installation.

PART 3 - EXECUTION

3.1 MATERIALS STORAGE AND HANDLING

- A. Deliver materials to the Project site with Manufacturer's labels intact and legible. Handle materials with care to avoid damage. Store materials inside, protected from weather, dirt and construction dust.

3.2 DISCONNECTION AND RECONNECTION

- A. Disconnect units as required for lifting.
- B. Install channel supports under units where shown on the Drawings.
- C. Reconnect units after completion of roof system installation.

3.3 PROTECTION

- A. Protect all Work and materials against loss or damage. Close all pipe openings with caps or plugs. At final completion, thoroughly clean and deliver all Work and equipment in an unblemished new condition.
- B. Protect existing wiring, circuits, piping, conduits, etc., from damage during course of Work.
- C. Contractor shall be responsible for damage to adjacent and/or related components of Work, including control systems, due to improper disconnection/reconnection.

3.4 CLEANING

- A. General: Clean all dirt and construction dust and debris from all mechanical facilities and equipment. Touch up paint where finish has been damaged by this Work.

3.5 OPERATION TEST

- A. Prior to acceptance of completed project, operate all mechanical systems modified for a period of at least five days of eight hours each to demonstrate fulfillment of the requirements of the contract.

END OF SECTION 230500

SECTION 260500 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 DESCRIPTION

A. This Section describes the following:

1. Disconnection, re-connection, repair, replacement, or relocation of existing electrical conditions at mechanical units, wall mounted conduit, and all areas requiring upgrades as a result of roof replacement activities.

1.2 QUALITY ASSURANCE

A. Meet requirements of the 2021 Oregon Electrical Specialty Code (OESC).

B. Qualifications:

1. Use personnel with appropriate experience to perform work on energized equipment and circuits.
2. All materials shall be installed according to manufacturer's published instructions and Contract Documents.

1.3 SUBMITTALS

A. Submit Shop Drawings and Product Data.

1.4 WIRING METHODS

A. Wiring methods shall match existing electrical installation method and be installed to local codes.

PART 2 - PRODUCTS

2.1 CONDUIT AND FITTINGS

A. Zinc coated steel EMT may be employed in all dry, protected locations. Rigid conduits shall be used at all through roof penetrations. Assemble conduits and secure to boxes, panels, etc., with appropriate fittings to maintain electrical continuity. Size conduit for the quantity of type THW conductors installed, per code requirements. All conduits shall be securely supported and fastened.

B. Galvanized steel conduits and like fittings utilized at exterior applications.

2.2 BOXES

- A. Outlet and junction boxes shall be code gauge galvanized steel of code-required size to accommodate all wire, fittings and devices.

2.3 WIRE AND CONNECTORS

- A. Feeder and branch circuit wire shall be soft drawn copper, number 12 minimum size, with 600-volt type THW, THWN or THHN insulation. Wire shall conform to the latest specifications. Wire shall be suitably protected from weather and damage during storage and handling and in first class condition when installed. Splices shall be made using wire nut connections.

2.4 DEVICES

- A. Wiring devices shall match existing electrical installation or approved, prior to installation, unless existing devices do not comply with current code requirements. Notify the Owner in the event that non-compliant devices are present that require upgrade.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Inspect condition of existing fixtures, wiring, and conduit. Notify the Owner of any damaged or unsatisfactory materials. Upgrade materials to conform to local codes.
- B. Locate all electrical services and disconnect prior to work performed in accordance with this section.

3.2 OUTAGES

- A. Keep outages to occupied areas to a minimum and pre-arrange all outages with the Owner. Requests for outages shall state the specific dates and hours and the maximum duration, with the outages kept to these specific times. The Contractor will be liable for any damages resulting from unscheduled outages or for those not confined to the pre-approved times.
- B. Temporary wiring and facilities, if used, shall be removed and the site left clean before final acceptance.

3.3 SUPPORT

- A. Properly and adequately support all electrical equipment, fixtures, panels, outlets, etc. Each fastening device and support shall be capable of supporting not less than four times the ultimate weight of the object or objects fastened to our suspended from the building structure. Supports shall provide proper alignment and leveling of fixtures and equipment.

3.4 INSTALLATION

- A. Disconnect existing power supply and extend conduits as required for appropriate height and proper flashing installation.
- B. Mount all conduits and junction boxes to solid surfaces, using proper fasteners and clamping devices that have been approved. Junction boxes shall be in accessible locations.
- C. Install materials per manufacturer's instructions. Connect to existing wiring as required. All components exposed to weather shall be weatherproof.

3.5 CLEANING

- A. General: Clean all dirt and construction dust and debris from all electrical facilities and equipment. Touch up paint where finish has been damaged by this work.

3.6 OPERATION TEST

- A. Prior to acceptance of completed project, operate all electrical systems for a period of at least five days of eight hours each to demonstrate fulfillment of the requirements of the contract.

END OF SECTION 260500

SPRINGFIELD JUSTICE CENTER ROOF REPLACEMENT

GENERAL NOTES

- VERIFY ALL DIMENSIONS AND CONDITIONS OF THE PROJECT, INCLUDING EXISTING CLADDING SYSTEM CONSTRUCTION AND MATERIALS.
- STAGING AND STORAGE AREAS SHALL BE AS DIRECTED BY THE OWNER'S REPRESENTATIVE AT THE PRE-CONSTRUCTION MEETING. ASSUME A REASONABLE AMOUNT OF STORAGE AND STAGING SPACE WILL BE MADE AVAILABLE.
- PROTECT BUILDING SURFACES, FINISHES, AND SYSTEMS FROM DAMAGE, DISCOLORATION, ETC. DURING THE COURSE OF ALL CONSTRUCTION ACTIVITIES. REPAIR / REPLACE PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE EXECUTION OF THE WORK; RETURN DAMAGED PROPERTY TO PRE-CONSTRUCTION CONDITION.
- PROVIDE NECESSARY MEASURES FOR PERSONAL FALL PROTECTION DURING THE COURSE OF CONSTRUCTION. PERSONAL FALL PROTECTION DEVICES ARE NOT, NOR WILL BE, PROVIDED BY THE OWNER ON ANY BUILDING AREA DESIGNATED TO RECEIVE WORK.
- EXISTING MATERIALS AND CONSTRUCTION ARE NOTED ON THE DRAWINGS AS EXISTING OR EXIST. ALL OTHER NOTATIONS INDICATE NEW MATERIALS, PRODUCTS, AND CONSTRUCTION UNLESS OTHERWISE STATED OR INDICATED.
- ALL CONSTRUCTION SHALL CONFORM TO THE 2022 OREGON STRUCTURAL SPECIALTY CODE, AND ALL LOCAL GOVERNING BUILDING CODES AND ORDINANCES.
- LOCATE ALL EXISTING UTILITIES WITHIN OR SERVING AREAS OF WORK WHETHER SHOWN HEREIN OR NOT. PROTECT EXISTING UTILITIES FROM DAMAGE.
- THE REQUIREMENTS FOR THE WORK OF THIS CONTRACT ARE DESCRIBED IN THIS DRAWING SET AND THE PROJECT MANUAL.
- PROTECT BUILDING OCCUPANTS AND PASSERS-BY FROM FALLING DEBRIS OR EQUIPMENT. DO NOT THROW MATERIALS FROM THE BUILDING OR STAGING AREAS.
- ROOF AND BUILDING ACCESS SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE.
- ALL ITEMS TRANSPORTED TO THE AREAS OF WORK SHALL BE TRANSPORTED USING APPROVED AND SAFE METHODS OF LOADING. DO NOT OVER-LOAD THE STRUCTURE.
- EMPLOY MEANS OF PROTECTING THE BUILDING OCCUPANTS AND GENERAL PUBLIC AT ALL TIMES DURING THE COURSE OF CONSTRUCTION.
- TEMPORARY STAGING, SCAFFOLDING, AND RUNWAYS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PLACED IN DESIGNATED LOCATIONS ONLY.
- COORDINATE PERMITS REQUIRED FOR PERFORMANCE OF THE WORK, INCLUDING BUT NOT LIMITED TO ROAD CLOSURES, PARKING STALLS, SIDEWALK CLOSURES, AND SCAFFOLD ERECTION, WITH THE OWNER'S REPRESENTATIVE.
- PROTECT BUILDING GROUNDS INCLUDING LANDSCAPE AREAS DURING CONSTRUCTION ACTIVITIES.
- RESTORE SITE TO PRE-CONSTRUCTION CONDITION AT PROJECT COMPLETION.
- ALL EXISTING ROOF SURFACES THAT WILL BE SUBJECTED TO FOOT AND/OR EQUIPMENT TRAFFIC IN ANY WAY SHALL BE PROTECTED.
- ALL SCAFFOLDING, STAIR TOWERS, LADDERS, AND OTHER MEANS OF STAGING AND/OR ACCESS SHALL BE SECURED AT ALL TIMES TO PREVENT PEDESTRIAN ACCESS.
- THIS PROJECT INCLUDES A BASE BID. BID WORK DOES NOT INCLUDE ANY INCREASE IN AREA OR CHANGES TO OCCUPANCY.

BASE BID: INCLUDES, BUT IS NOT LIMITED TO ROOF OVERLAY OF THE EXISTING JP STEVENS TPO ROOF MEMBRANE WITH A NEW PVC SINGLE-PLY ROOF RE-COVER ASSEMBLY. DEMOLITION OF EXISTING AND INSTALLATION OF NEW SHEET METAL COUNTER FLASHINGS AND COPING. INSTALLATION OF PERMANENT FALL PROTECTION WHERE INDICATED.

SITE MAPS



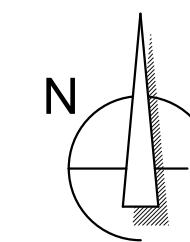
1 LOCATION MAP
GI-1 NOT TO SCALE



2 VICINITY MAP
GI-1 NOT TO SCALE



3 SITE MAP
GI-1 NOT TO SCALE



PROJECT TEAM

OWNER

City of Springfield
230 4th St,
Springfield, OR 97477

(541) 726-3781

Contact: Jim Polston, Project Manager



ROOF CONSULTANT

Professional Roof Consultants, Inc.
606 SE 9th Avenue
Portland, Oregon 97214

(503) 280-8759

Contact: Thomas Bertrand, RRO, AHERA

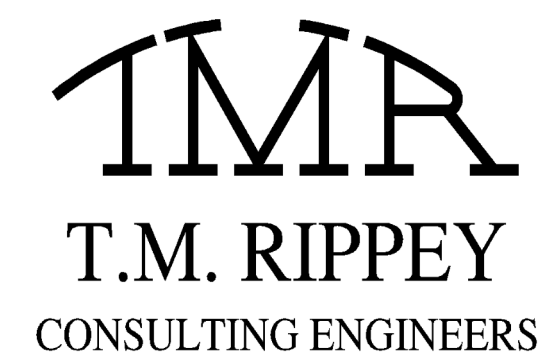


STRUCTURAL CONSULTANT

TM Rippey Consulting Engineers
7650 Beveland Street, Suite 100
Tigard, Oregon 97223

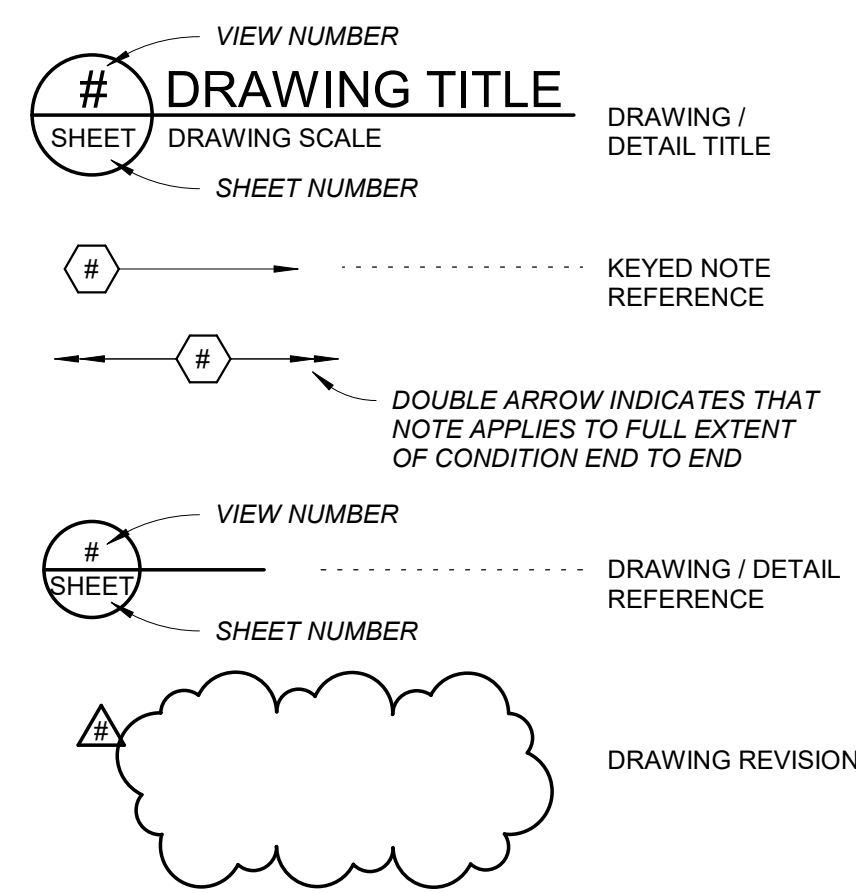
(503) 443-3900

Contact: Ralph Turnbaugh, P.E.



SYMBOLS & ABBREVIATIONS

SYMBOLS



ABBREVIATIONS

@	AT (SPACING / FREQUENCY)
APPROX. or ±	APPROXIMATE
CONT.	CONTINUOUS
DEG. or °	DEGREE(S)
DIA. or Ø	DIAMETER
EXIST. or (E)	EXISTING
GA	GAGE (THICKNESS)
GALV.	METALLIC-COATED (FOR SHEET METAL) - or - HOT-DIPPED GALVANIZED (FOR STRUCTURAL / MISCELLANEOUS METAL)
MAX.	MAXIMUM
MIN.	MINIMUM
N.I.C.	NOT IN CONTRACT
N.T.S.	NOT TO SCALE
O.C.	ON CENTER (SPACING / FREQUENCY)
SIM.	SIMILAR
TYP.	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
V.I.F.	VERIFY IN FIELD
w/	WITH

DRAWING SHEET INDEX

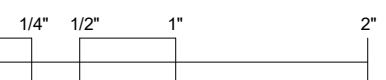
GI-1	GENERAL INFORMATION
GI-2	ROOF ASSEMBLIES
R100	OVERALL ROOF PLAN
R101	SECTOR A ROOF PLAN - ANCILLARY BUILDING
R102	SECTOR B ROOF PLAN - POLICE STATION & MUNICIPAL COURT
R103	SECTOR C ROOF PLAN - JAIL
R200	ROOF DETAILS
R201	ROOF DETAILS
R202	ROOF DETAILS
R203	ROOF DETAILS
R204	ROOF DETAILS
R205	ROOF DETAILS
R206	ROOF DETAILS

S000	GENERAL STRUCTURAL NOTES AND FALL PROTECTION STRUCTURAL NOTES
S100	GENERAL STRUCTURAL NOTES AND FALL PROTECTION STRUCTURAL NOTES

**CITY OF SPRINGFIELD
SPRINGFIELD JUSTICE CENTER
ROOF REPLACEMENT**

Sheet Title:
GENERAL INFORMATION

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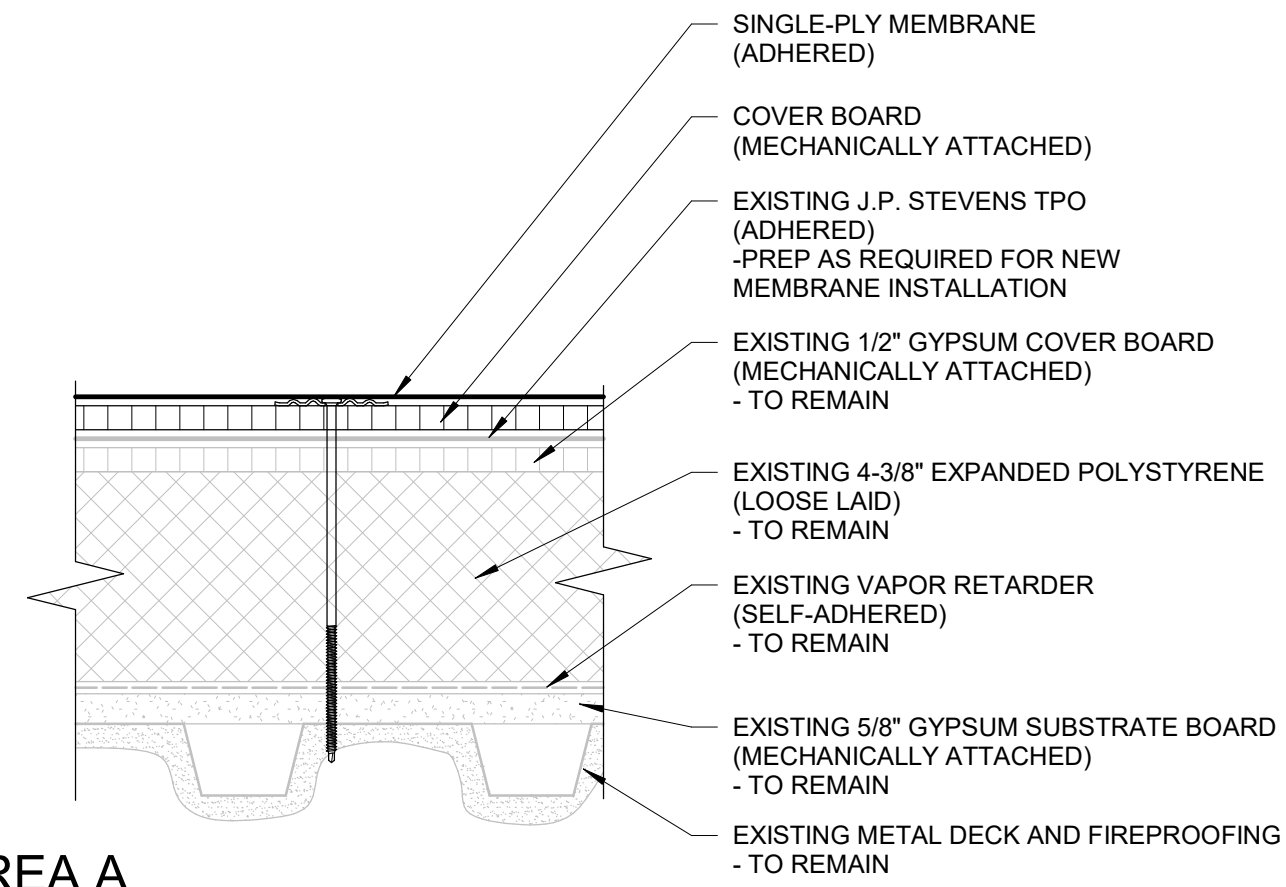
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GI-1

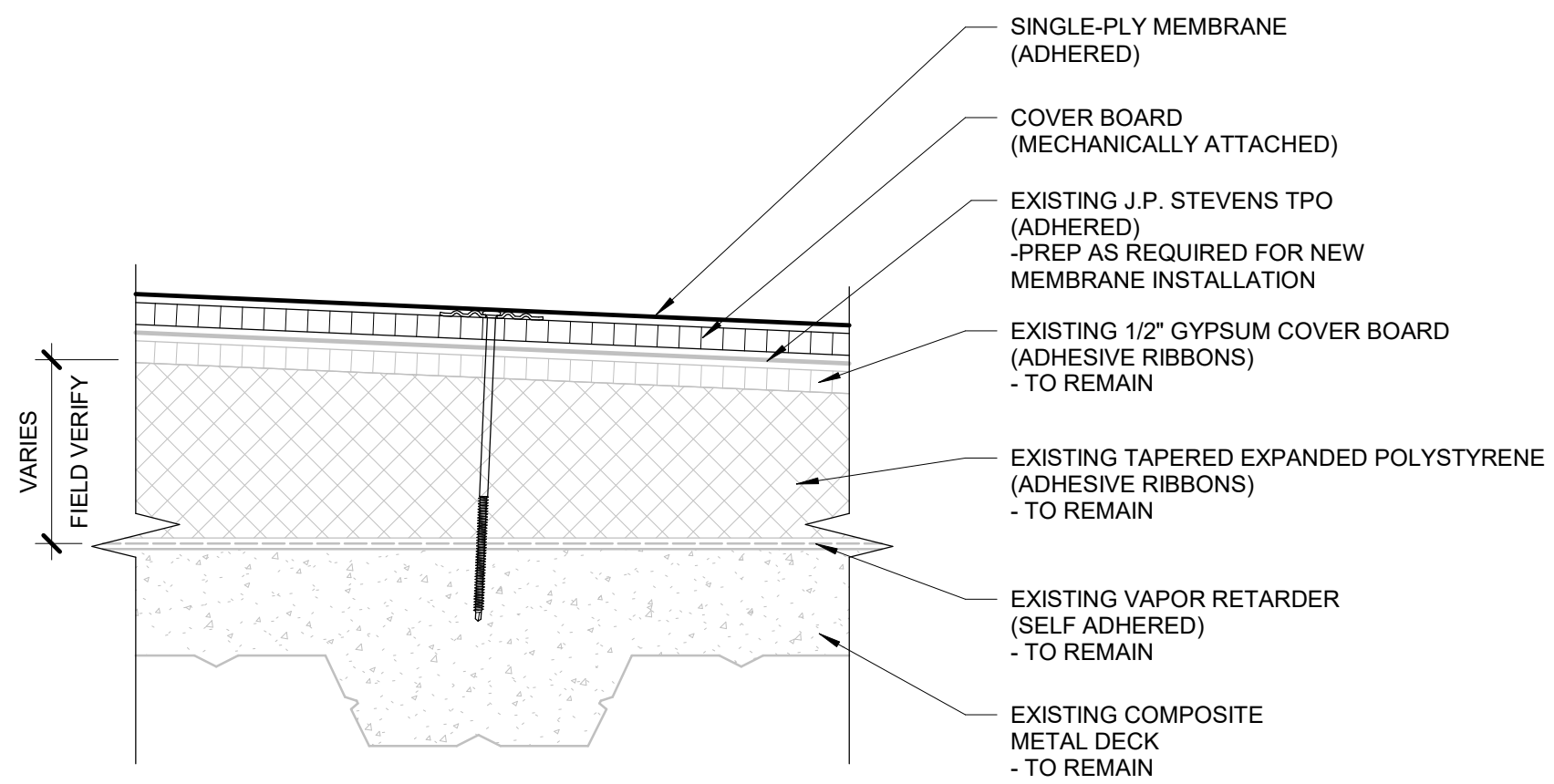
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ROOF SYSTEM ASSEMBLIES

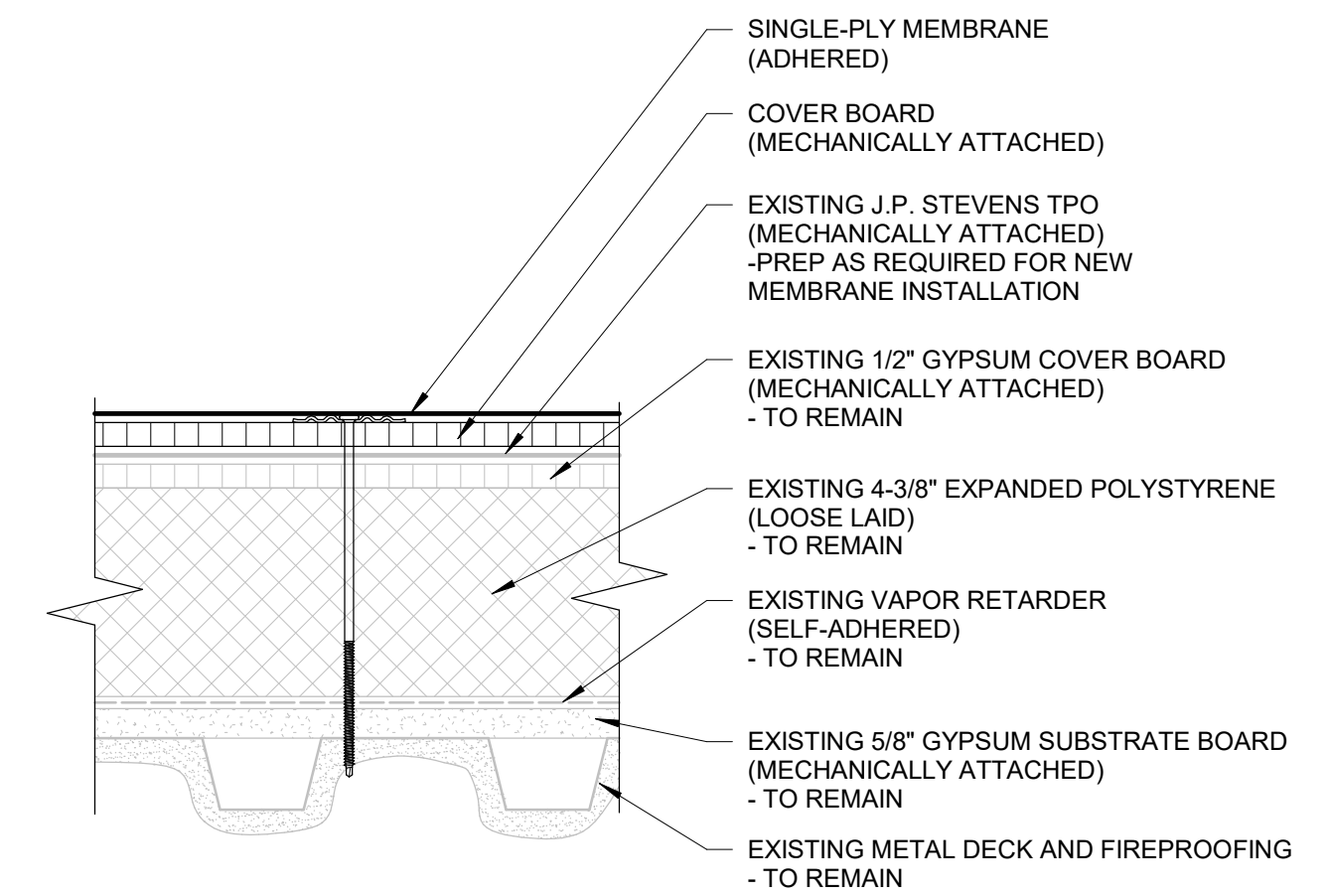
CITY OF SPRINGFIELD SPRINGFIELD JUSTICE CENTER ROOF REPLACEMENT



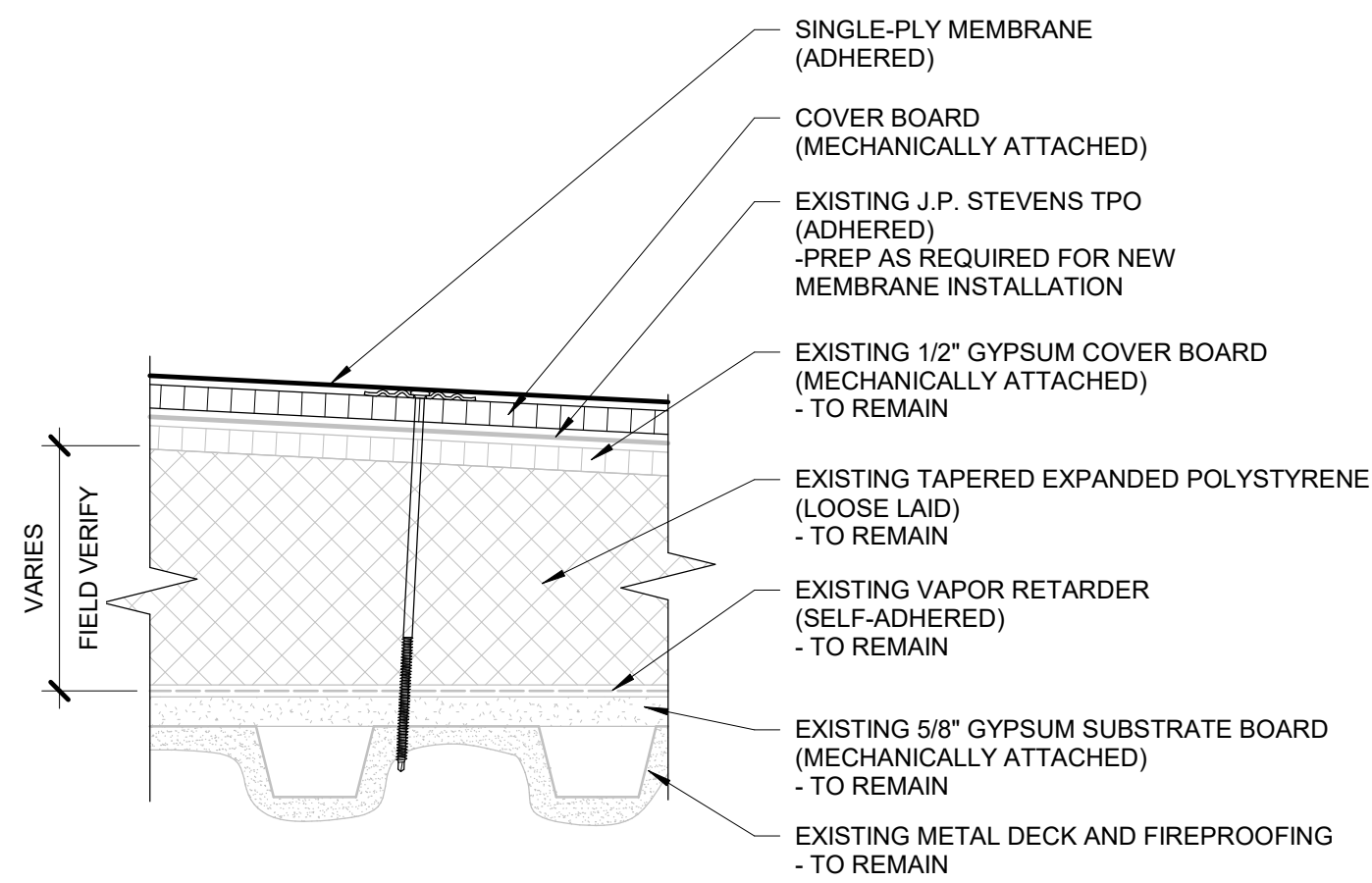
1
AREA A
ROOF ASSEMBLY 1
GI-2 3" = 1'-0"



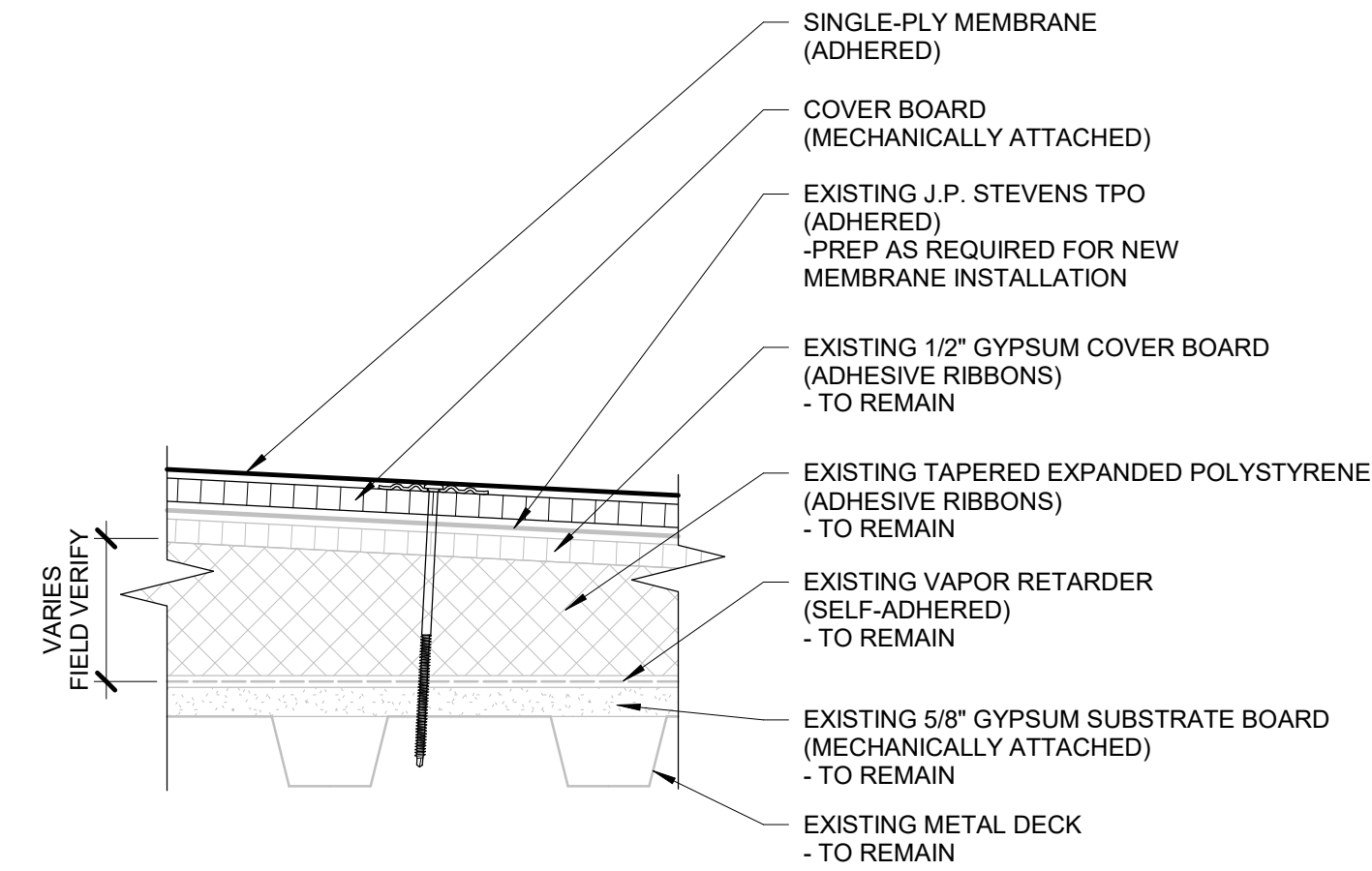
2
AREA B1
ROOF ASSEMBLY 2
GI-2 3" = 1'-0"



3
AREA B2
ROOF ASSEMBLY 3
GI-2 3" = 1'-0"



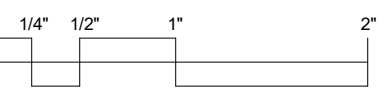
4
AREAS B3 & C1-C5
ROOF ASSEMBLY 4
GI-2 3" = 1'-0"



5
AREAS B4 - B7
ROOF ASSEMBLY 5
GI-2 3" = 1'-0"

Sheet Title:
ROOF ASSEMBLIES

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PRC No.: R3430.02

Sheet No.:

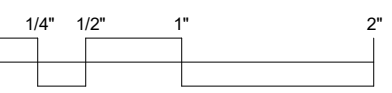
GI-2

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**CITY OF SPRINGFIELD
SPRINGFIELD JUSTICE CENTER
ROOF REPLACEMENT**

Sheet Title:
OVERALL ROOF PLAN

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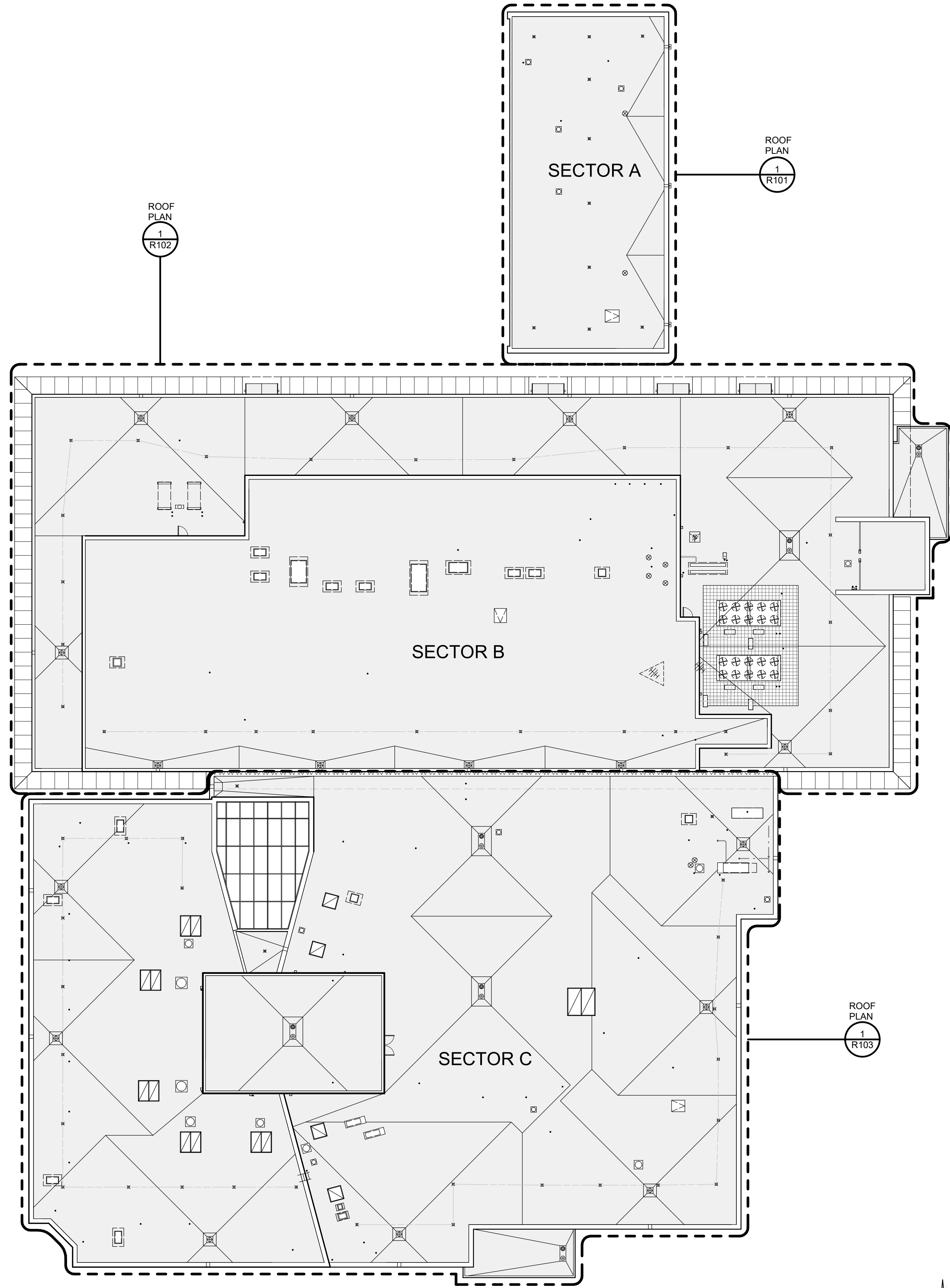
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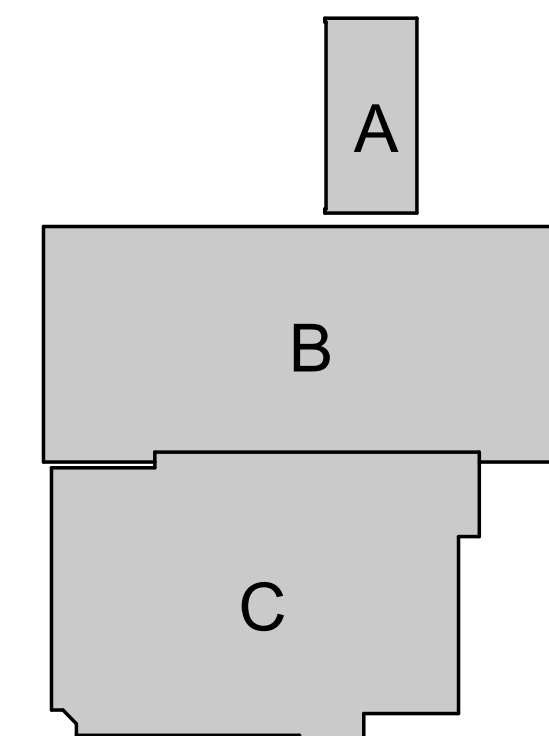
R100

LEGEND

SHADE INDICATES ROOF OVERLAY SCOPE OF WORK



KEY PLAN



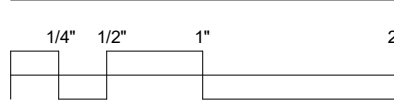
1 OVERALL ROOF PLAN - SPRINGFIELD JUSTICE CENTER
R100 1" = 20'-0"



**CITY OF SPRINGFIELD
 SPRINGFIELD JUSTICE CENTER
 ROOF REPLACEMENT**

Sheet Title:
 SECTOR A ROOF PLAN - ANCILLARY BUILDING

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PRC No.: R3430.02

Sheet No.:

R101

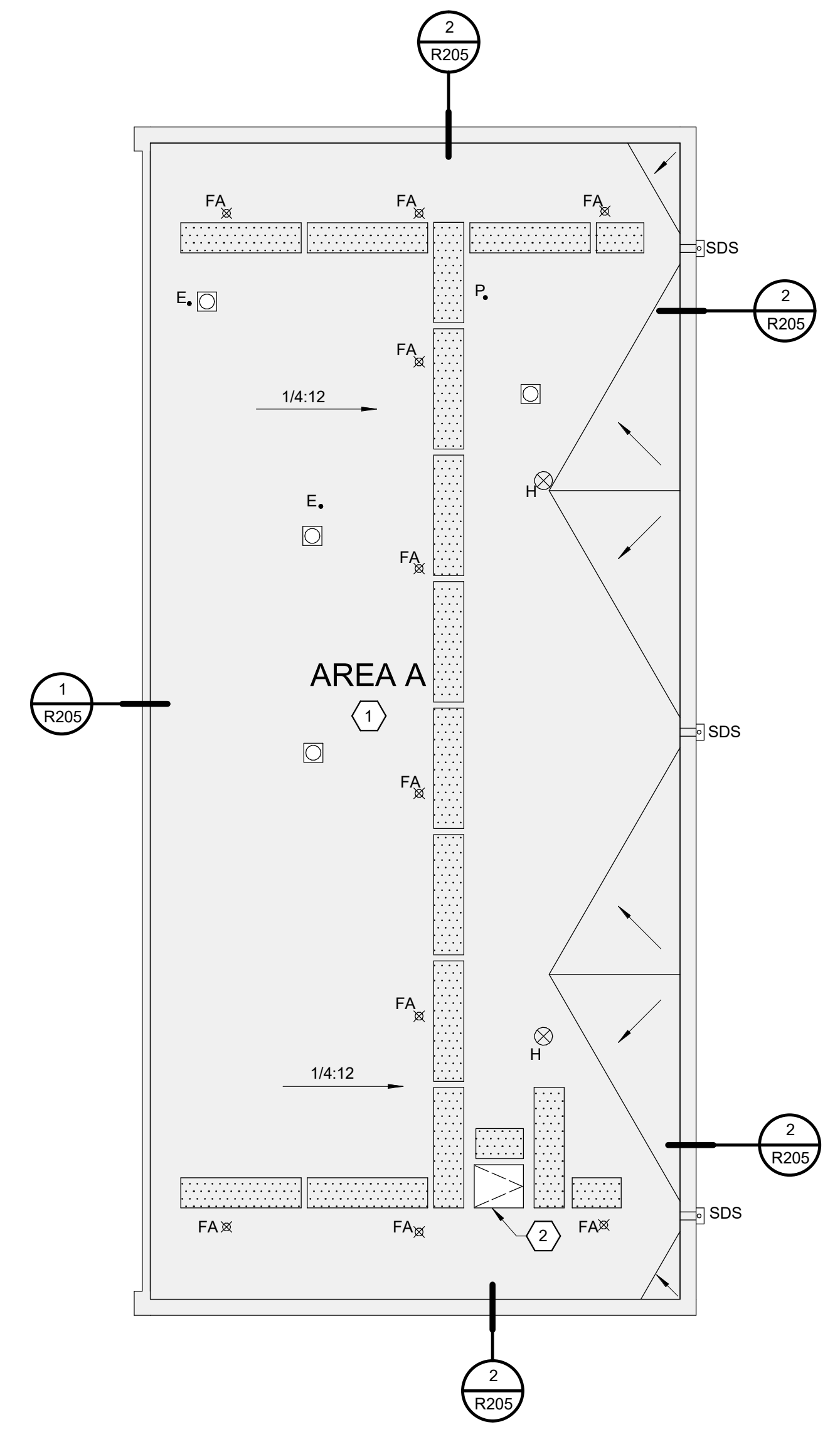
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KEY NOTES

- 1 INSTALL SINGLE-PLY MEMBRANE ASSEMBLY OVERLAY (ROOF ASSEMBLY 1) - REFERENCE 1/GI-2
- 2 INSTALL LADDER EXTENSION PULL-UP BAR AT TOP OF ROOF ACCESS LADDER

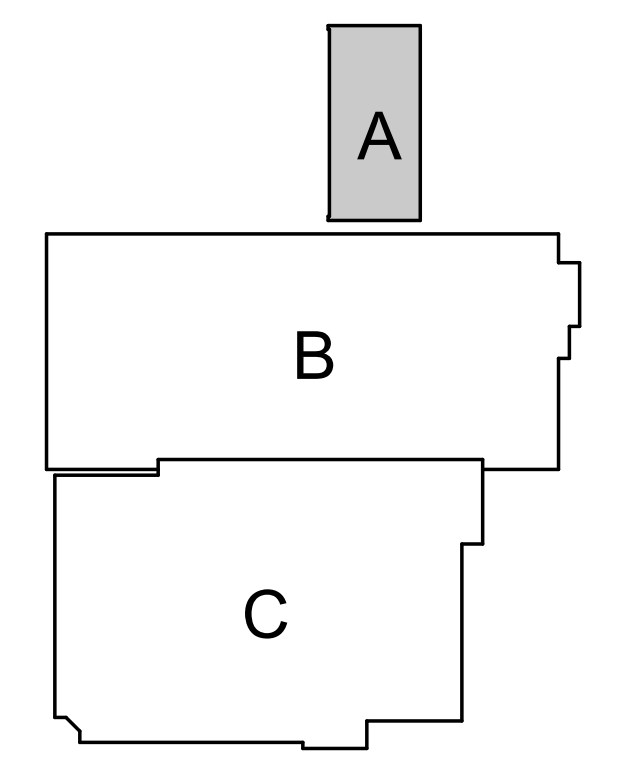
LEGEND (SYMBOLS APPLY TO SHADED AREA ONLY)

- SHADE INDICATES ROOF OVERLAY SCOPE OF WORK
- DOWNWARD DIRECTION OF SLOPE
- 5 R203 THROUGH WALL SCUPPER AND CONDUCTOR HEAD w/ DOWNSPOUT
- 6 R204 EXISTING PLUMBING VENT PIPE PENETRATION
- 7 R204 EXISTING ELECTRICAL CONDUIT PENETRATION
- 6 R201 EXISTING FLANGED ROUND DUCT PENETRATION
- 4 R201 EXISTING EXHAUST FAN CURB
- SIM. 4 R200 EXISTING FALL PROTECTION TIE-OFF ANCHOR
- SIM. 5 R201 EXISTING ACCESS ROOF HATCH
- WALKPAD



1 ANCILLARY BUILDING
 SECTOR A - ROOF PLAN
 R101 1" = 10'-0"

KEY PLAN



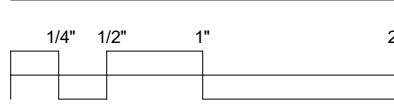
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BID SET

**CITY OF SPRINGFIELD
 SPRINGFIELD JUSTICE CENTER
 ROOF REPLACEMENT**

Sheet Title:
 SECTOR B ROOF PLAN - POLICE STATION & MUNICIPAL COURT

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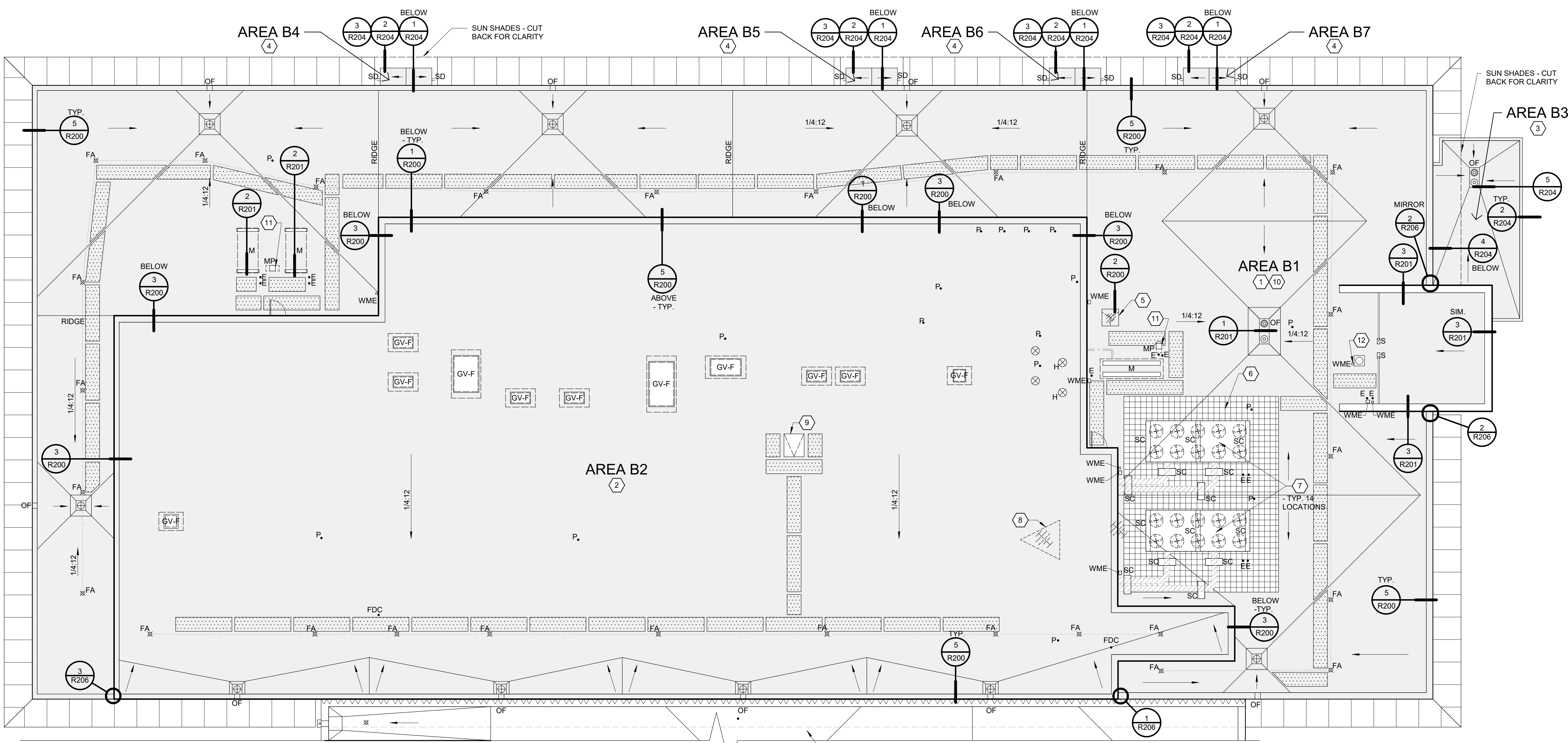
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PRC No.: R3430.02

Sheet No.:

R102

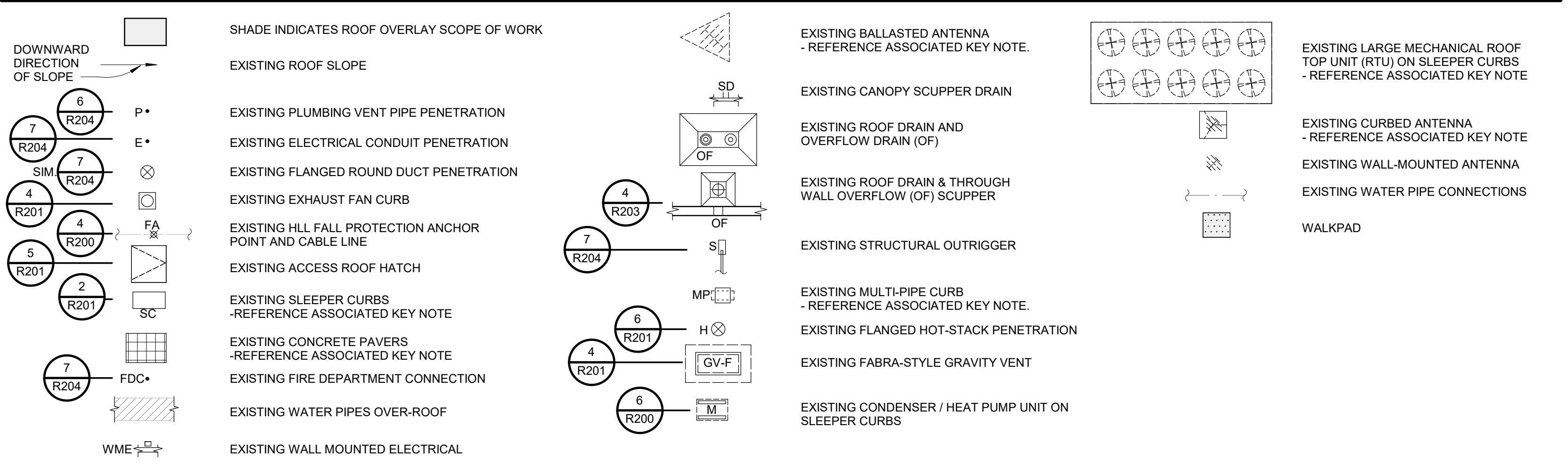
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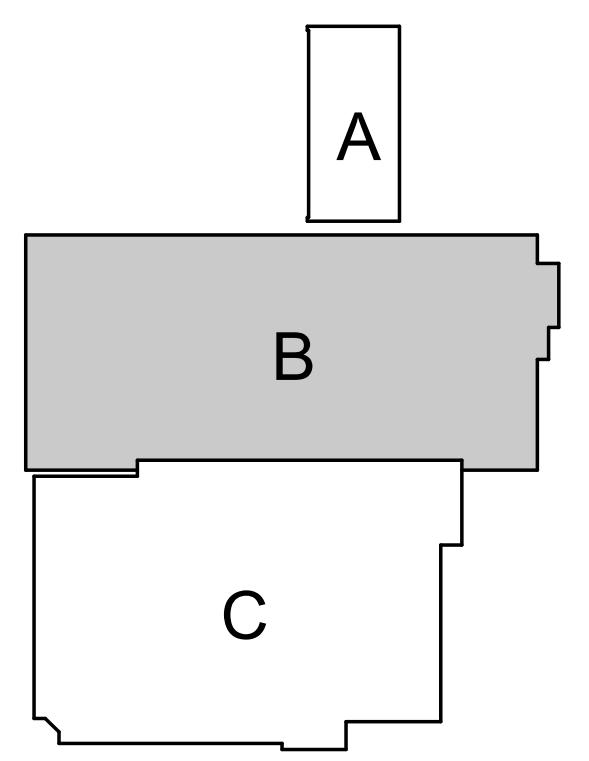
**1 POLICE STATION & MUNICIPAL COURT
 SECTOR B - ROOF PLAN**
 R102 1" = 10'-0"

- KEY NOTES**
- INSTALL SINGLE-PLY MEMBRANE ASSEMBLY OVERLAY (ROOF ASSEMBLY 2) - REFERENCE 2/GI-2
 - INSTALL SINGLE-PLY MEMBRANE ASSEMBLY OVERLAY (ROOF ASSEMBLY 3) - REFERENCE 3/GI-2
 - INSTALL SINGLE-PLY MEMBRANE ASSEMBLY OVERLAY (ROOF ASSEMBLY 4) - REFERENCE 4/GI-2
 - INSTALL SINGLE-PLY MEMBRANE ASSEMBLY OVERLAY (ROOF ASSEMBLY 5) - REFERENCE 5/GI-2
 - DETACH EXISTING ANTENNA ARRAY AND REINSTALL OVER COMPLETED ROOFING. SET BASE OF ANTENNA IN A BED OF BUTYL SEALANT. - COORDINATE TEMPORARY SHUTDOWN WITH THE OWNER.
 - DEMOLISH EXISTING CONCRETE PAVERS AND INSTALL WALKPADS.
 - EXISTING CURBED HVAC EQUIPMENT. INTEGRATE CURB BASES INTO ROOF PER DETAIL 2/R201
 - TEMPORARILY SHUTDOWN AND RELOCATE BALLASTED ANTENNA AS REQUIRED TO INSTALL ROOFING. REINSTALL OVER COMPLETED MEMBRANE INSTALLATION AND PVC WALK PAD PROTECTION MATS. - COORDINATE TEMPORARY SHUTDOWN WITH THE OWNER.
 - INSTALL LADDER EXTENSION PULL-UP BAR AT TOP OF ROOF ACCESS LADDER.
 - DEMOLISH ALL WALK PADS PRIOR TO ROOF OVERLAY
 - REMOVE MULTI-PIPE HOOD AND SALVAGE FOR REINSTALLATION. INTEGRATE BASE OF MULTI-PIPE FLASHING ASSEMBLY INTO THE ROOF ASSEMBLY TO MATCH EXISTING. REINSTALL HOOD OVER COMPLETED MEMBRANE DETAILING.
 - TEMPORARILY DISCONNECT WALL MOUNTED JUNCTION BOX FROM BASE OF CURB TO ALLOW FOR ROOF INSTALLATION. REINSTALL OVER COMPLETED ROOFING.

LEGEND (SYMBOLS APPLY TO SHADED AREA ONLY)



KEY PLAN



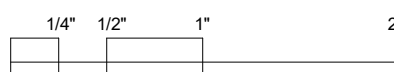
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**CITY OF SPRINGFIELD
 SPRINGFIELD JUSTICE CENTER
 ROOF REPLACEMENT**

Sheet Title:
 SECTOR C ROOF PLAN - JAIL

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Date: MARCH 20, 2023

Revisions:

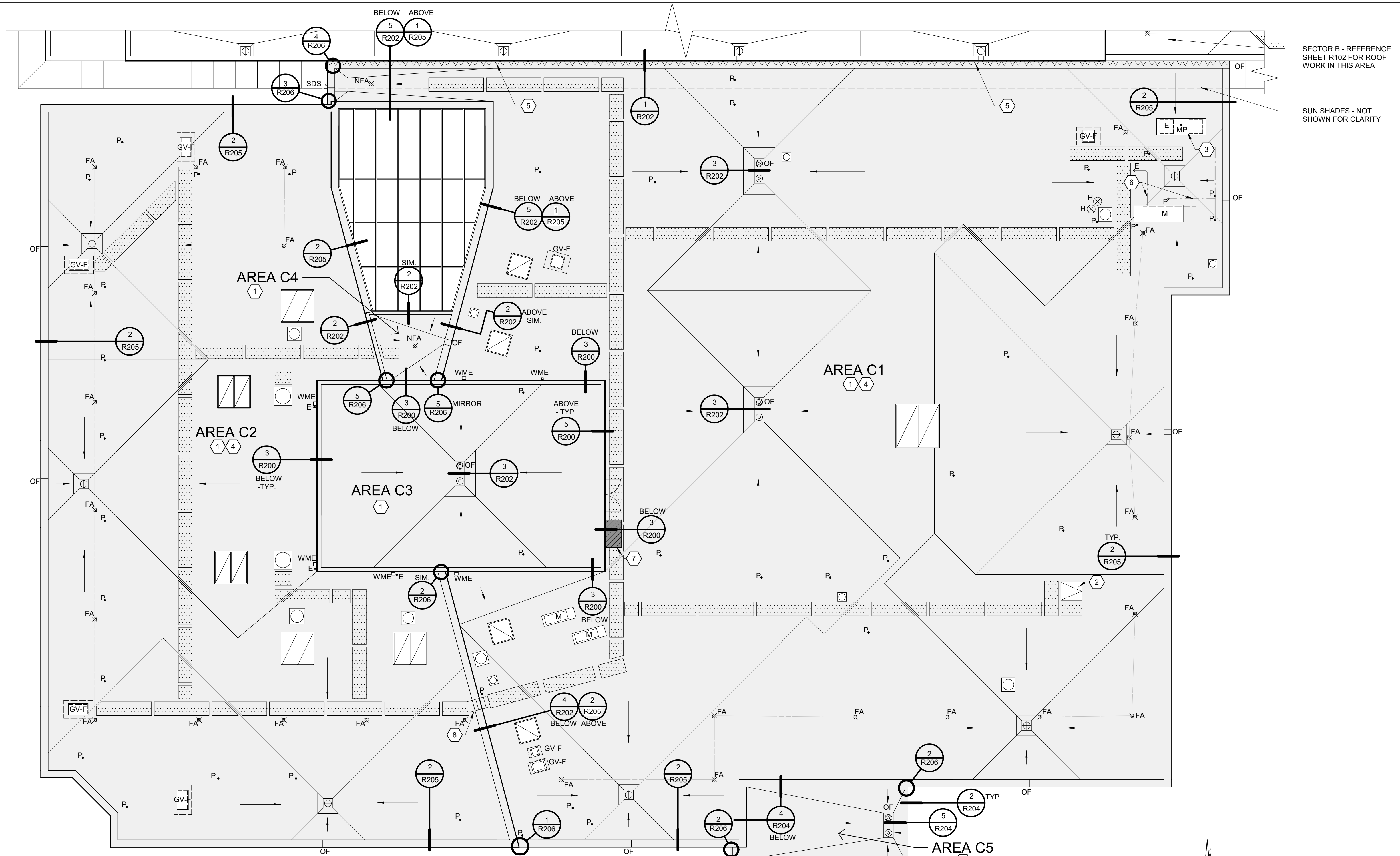
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Sheet No.:

R103

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SECTOR B - REFERENCE SHEET R102 FOR ROOF WORK IN THIS AREA

SUN SHADES - NOT SHOWN FOR CLARITY

1 JAIL
 SECTOR C - ROOF PLAN
 1" = 10'-0"

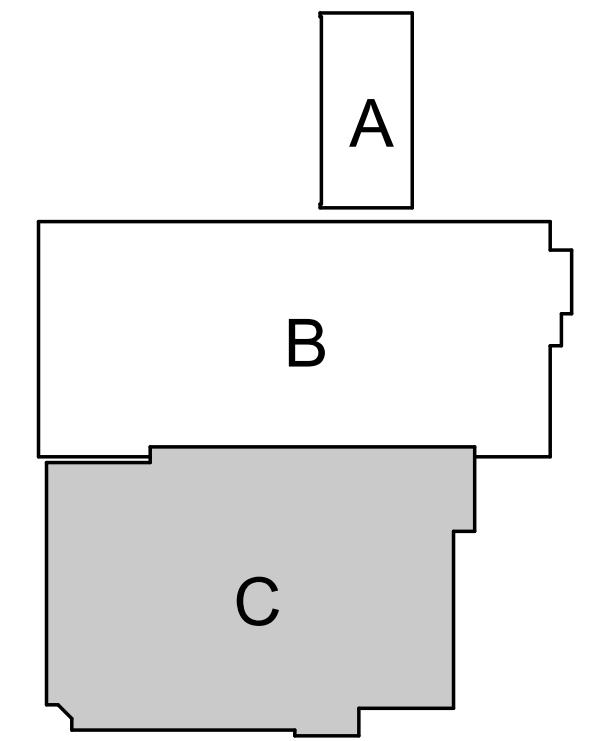
KEY NOTES

- 1 INSTALL SINGLE-PLY MEMBRANE ASSEMBLY OVERLAY (ROOF ASSEMBLY 4) - REFERENCE 4/GI-2
- 2 INSTALL LADDER EXTENSION PULL-UP BAR AT TOP OF ROOF ACCESS LADDER.
- 3 INSTALL INTEGRAL MULTI-PIPE SHEET METAL HOOD AS PART OF THE CURB CAP TO MATCH EXISTING.
 - TEMPORARILY DISCONNECT ALL EQUIPMENT AS NECESSARY TO INSTALL CURB CAP. REINSTALL OVER CURB CAP
- 4 DEMOLISH ALL WALKPADS PRIOR TO ROOF OVERLAY
- 5 TRIM HEM EDGE OF EXPANSION JOINT SHEET METAL FLASHING PER 1/R202
- 6 REMOVE AND REINSTALL ALL OVER-ROOF CONDUIT AND PIPE SUPPORTS OVER WALK PADS
- 7 REMOVE EXISTING MEMBRANE AT LOCATION INDICATED AND REMOVE ALL WET MATERIALS. REPLACE WETTED MATERIALS WITH LIKE INSULATION TO MATCH SURROUNDING THICKNESS PRIOR TO PLACEMENT OF NEW COVER BOARD.
- 8 DETACH LADDER FROM AREA C2 SIDE OF WALL AS REQUIRED TO RE-ROOF. REINSTALL LADDER SUPPORTS OVER BED OF BUTYL SEALANT.

LEGEND (SYMBOLS APPLY TO SHADED AREA ONLY)

<p>DOWNWARD DIRECTION OF SLOPE</p>	<p>SHADE INDICATES ROOF OVERLAY SCOPE OF WORK</p>	<p>EXISTING ACCESS ROOF HATCH</p>	<p>EXISTING WALL MOUNTED ELECTRICAL</p>
<p>EXISTING ROOF SLOPE</p>	<p>EXISTING THROUGH WALL SCUPPER AND CONDUCTOR HEAD w/ DOWNSPOUT</p>	<p>EXISTING EXPANSION JOINT</p>	<p>EXISTING CURBED SKYLIGHT</p>
<p>EXISTING PLUMBING VENT PIPE PENETRATION</p>	<p>EXISTING ROOF DRAIN AND OVERFLOW DRAIN (OF)</p>	<p>EXISTING ROOF DRAIN & THROUGH WALL OVERFLOW (OF) SCUPPER</p>	<p>EXISTING CURBED MECHANICAL UNIT</p>
<p>EXISTING ELECTRICAL CONDUIT PENETRATION</p>	<p>EXISTING FABRA-STYLE GRAVITY VENT</p>	<p>EXISTING ACCESS LADDER</p>	<p>EXISTING ACCESS LADDER</p>
<p>EXISTING FLANGED ROUND DUCT PENETRATION</p>	<p>EXISTING EXHAUST FAN CURB</p>	<p>EXISTING EQUIPMENT CURB WITH INTEGRATED MULTI-PIPE PENETRATION HOOD - REFERENCE ASSOCIATED KEY NOTE</p>	<p>FALL PROTECTION ANCHOR - REFERENCE STRUCTURAL</p>
<p>EXISTING EXHAUST FAN CURB</p>	<p>EXISTING HLL FALL PROTECTION ANCHOR POINT AND CABLE LINE</p>	<p>EXISTING FABRA-STYLE GRAVITY VENT</p>	<p>WALKPAD</p>

KEY PLAN



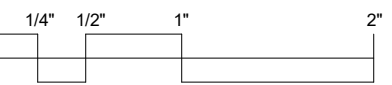
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BID SET

**CITY OF SPRINGFIELD
SPRINGFIELD JUSTICE CENTER
ROOF REPLACEMENT**

Sheet Title:
ROOF DETAILS

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Date: MARCH 20, 2023

Revisions:

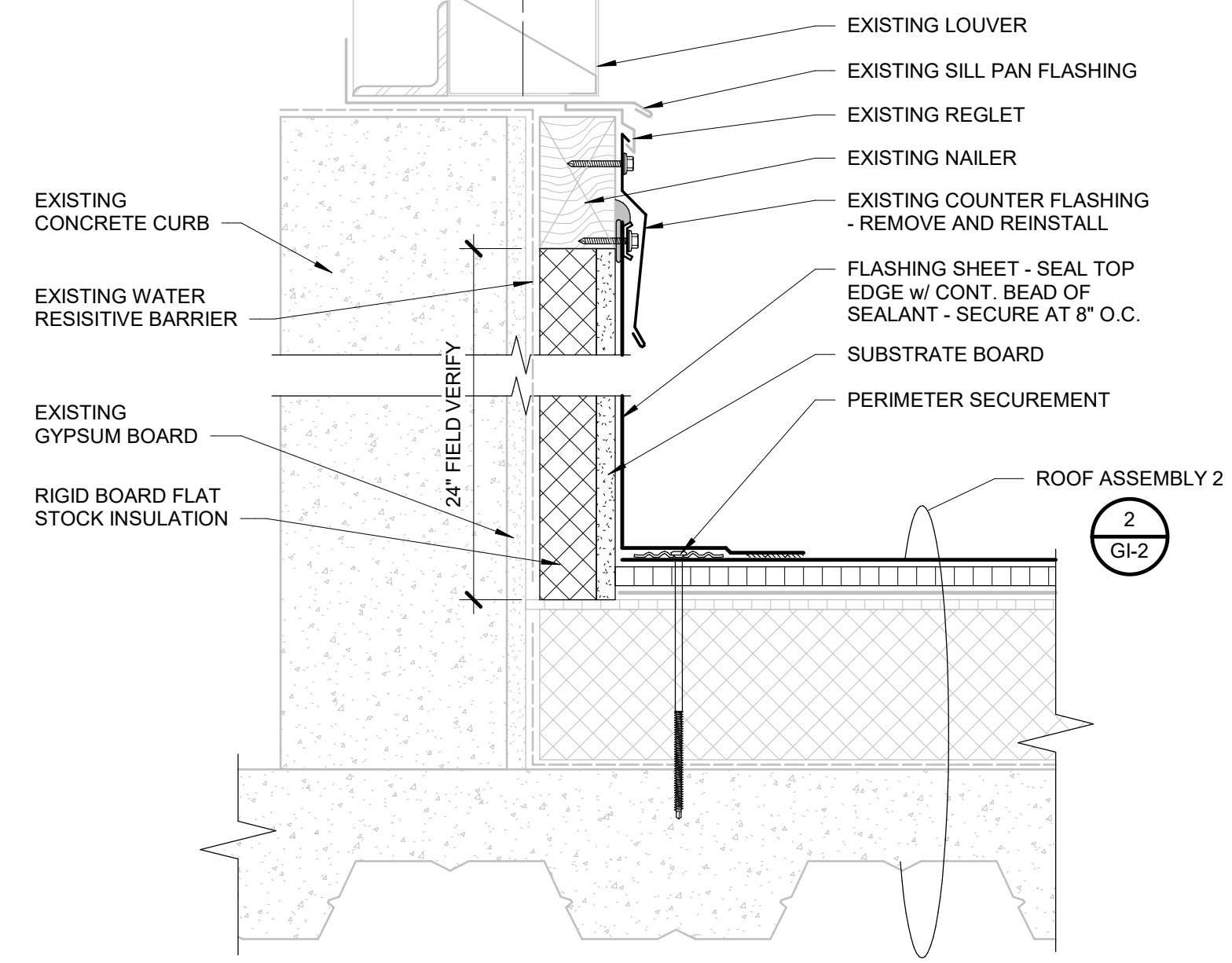
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PRC No.: R3430.02

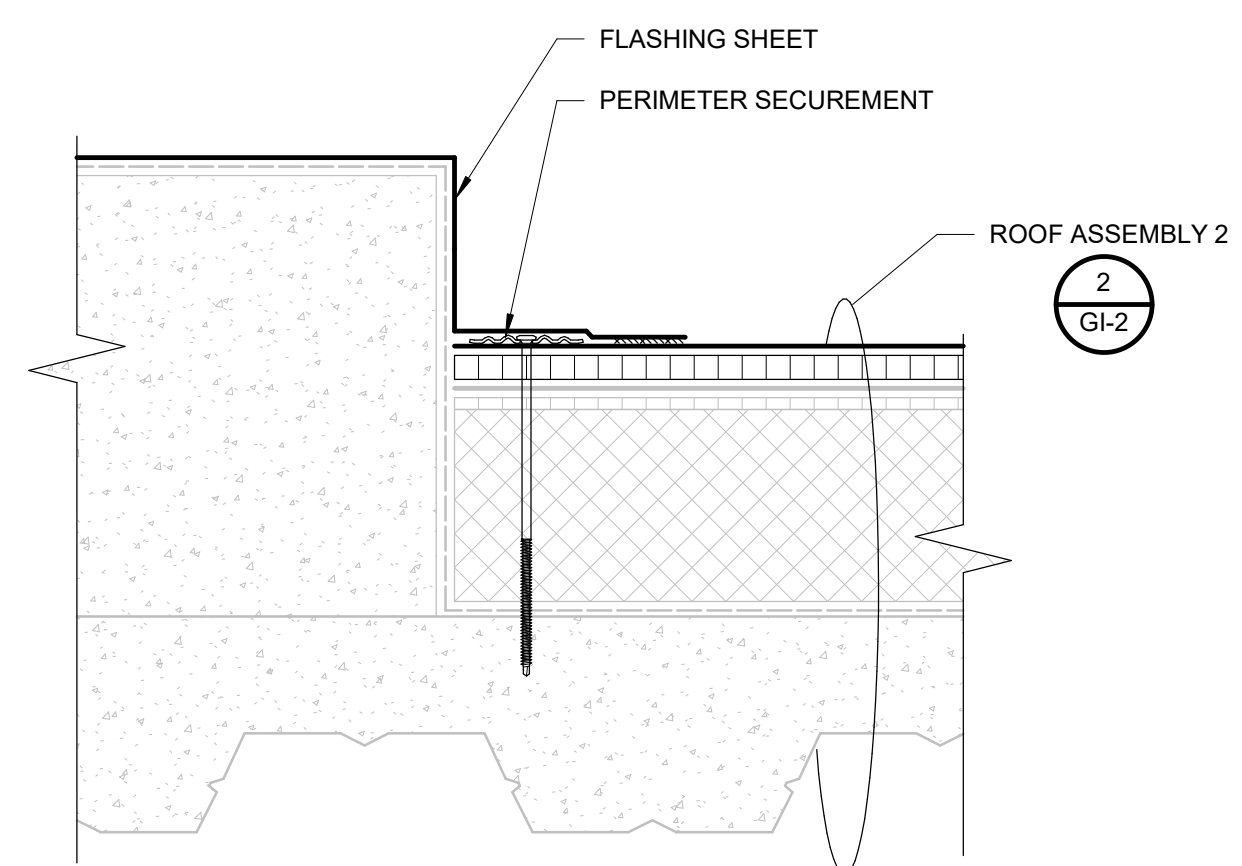
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R200

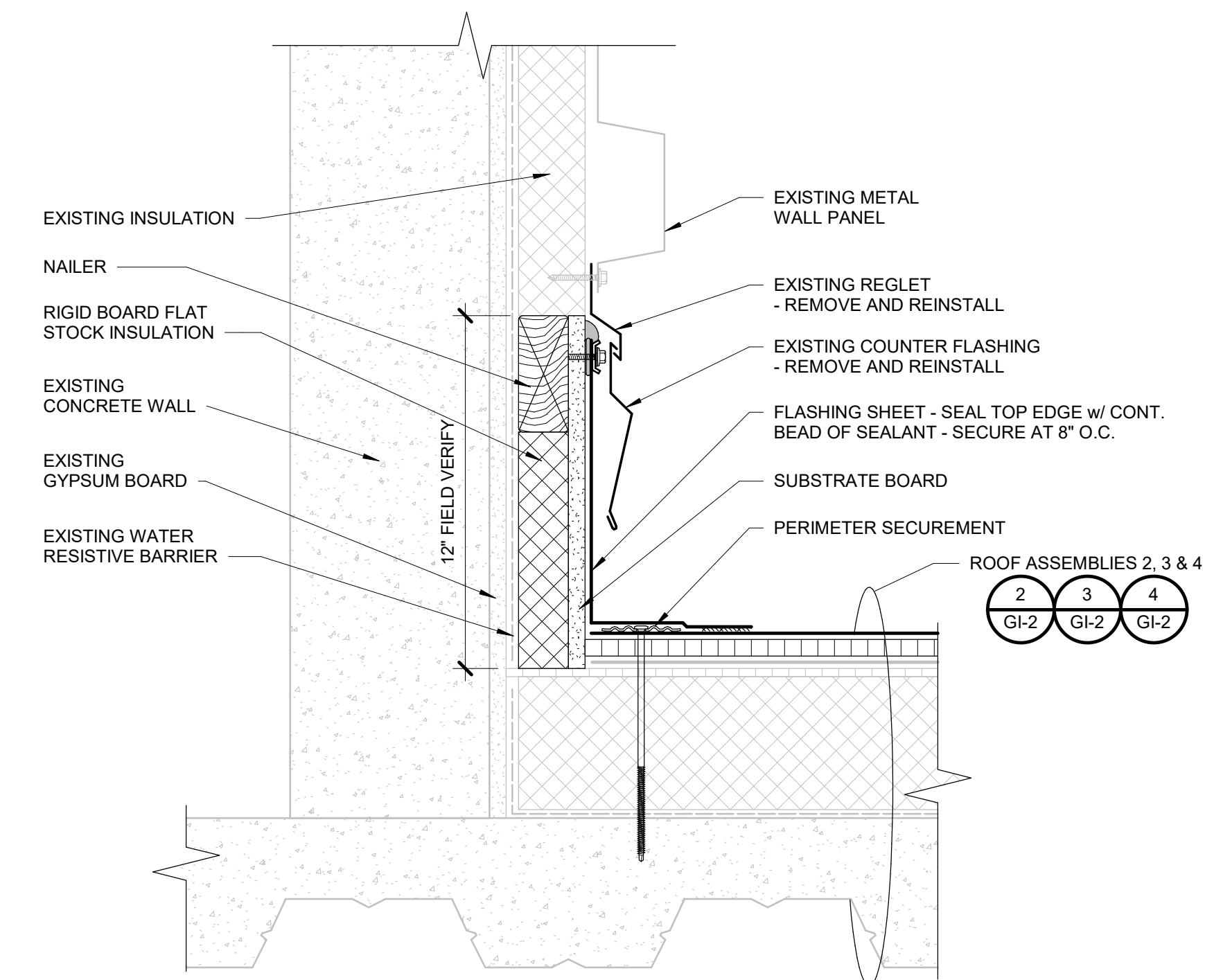
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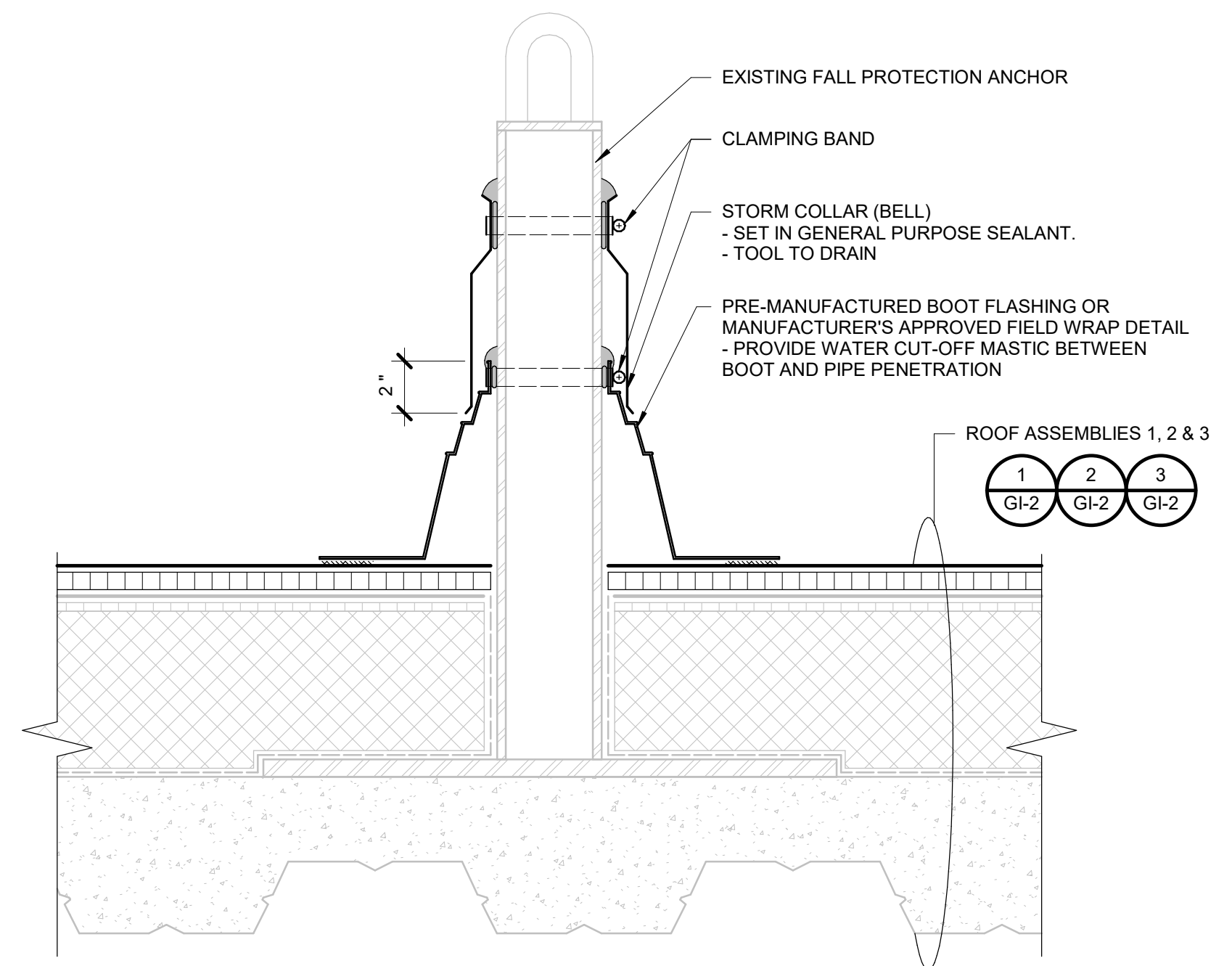
1
AREA B1
LOUVER SILL DETAIL
R200 3" = 1'-0"



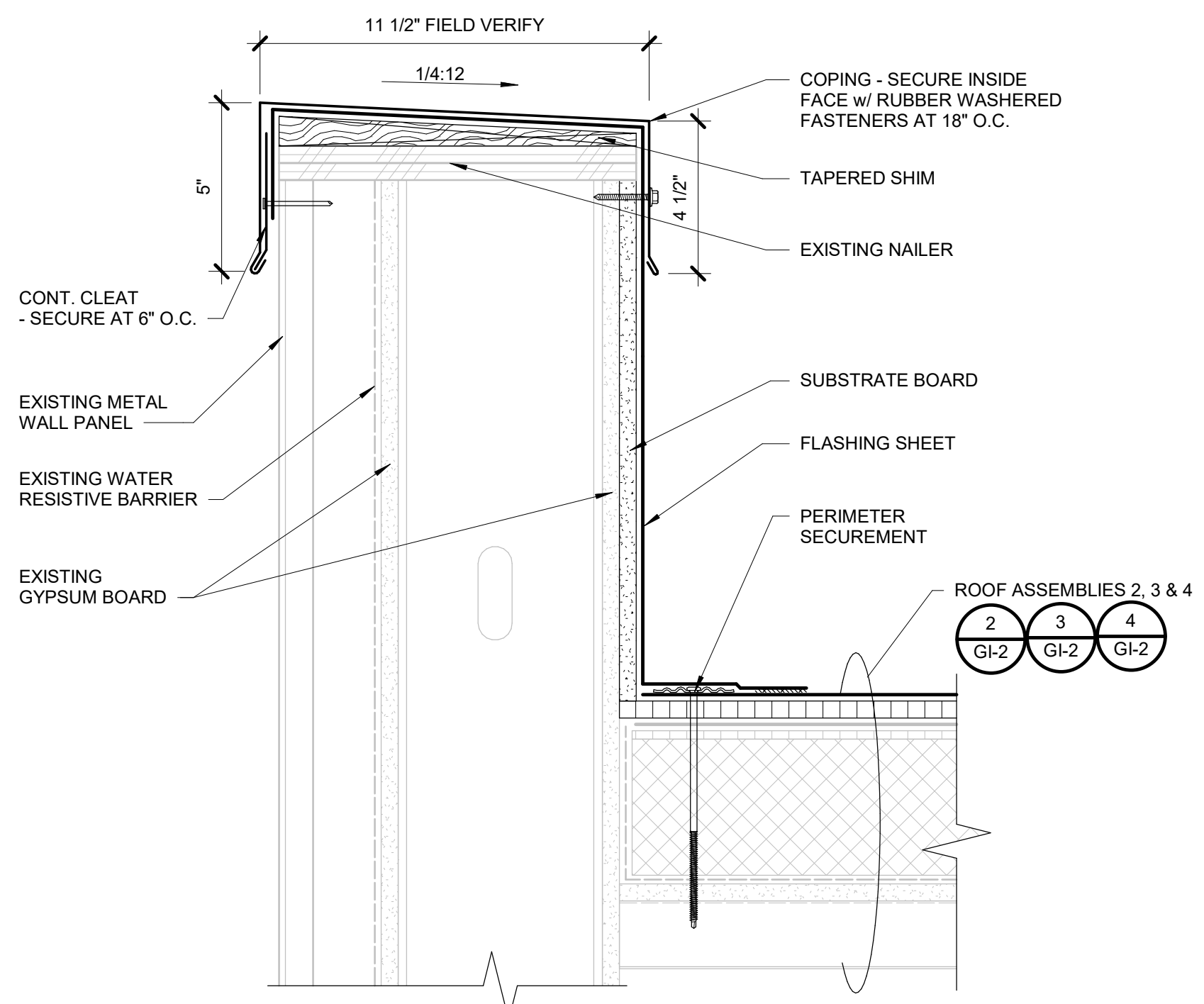
2
AREA B1
ANTENNA BASE FLASHING
R200 3" = 1'-0"



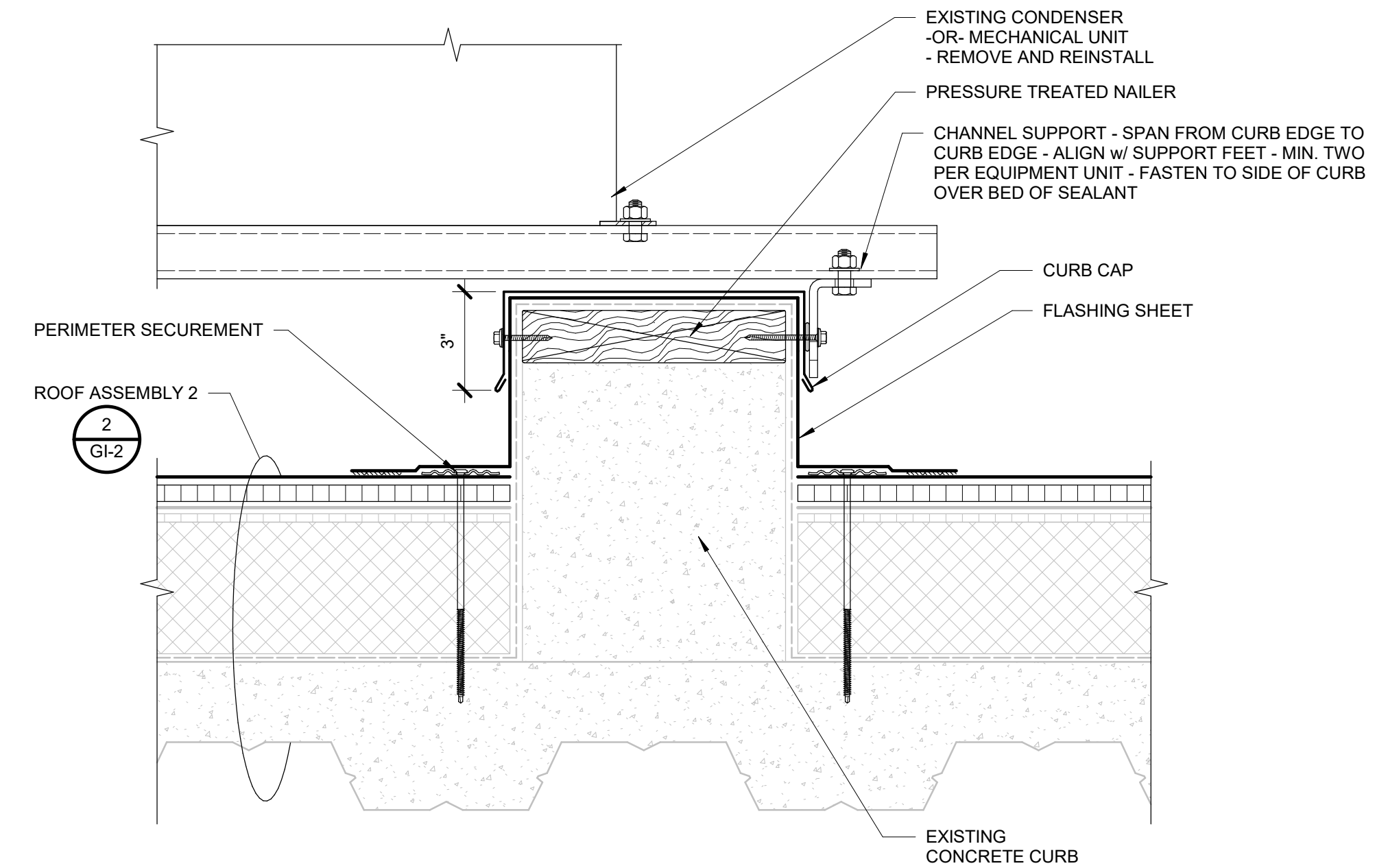
3
AREAS B1, C1, C2 & C4
BASE OF WALL
R200 3" = 1'-0"



4
AREAS A, B1 & B2
FALL PROTECTION ANCHOR
R200 3" = 1'-0"



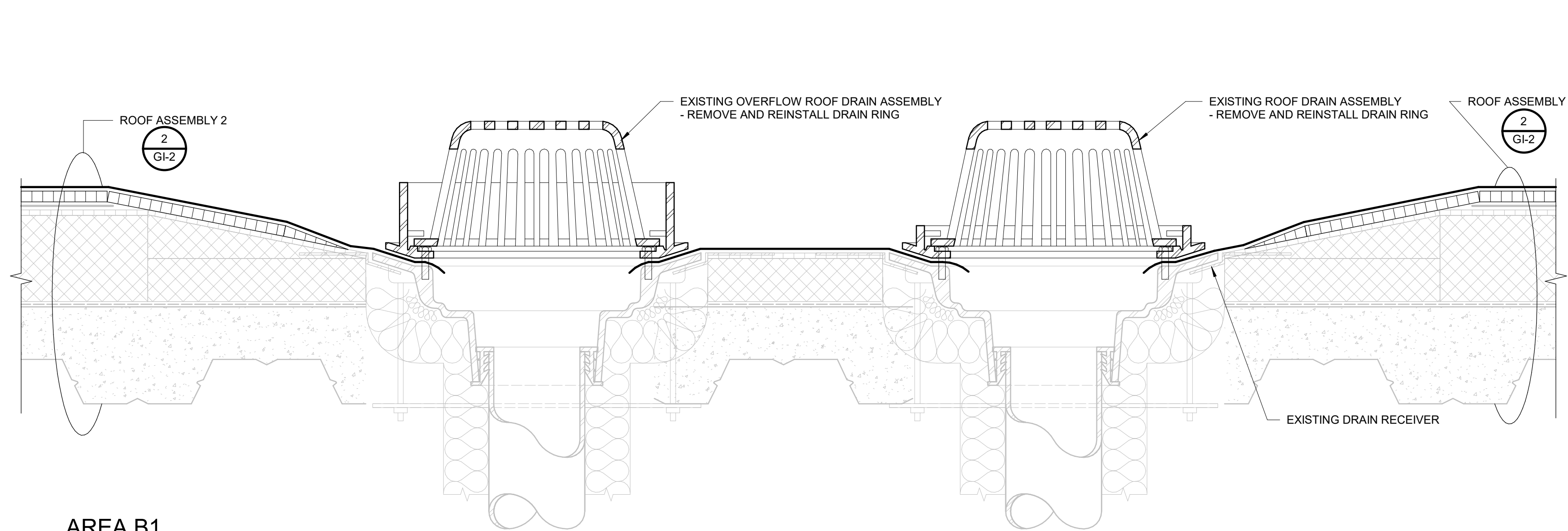
5
AREAS B1, B2 & C3
PARAPET DETAIL
R200 3" = 1'-0"



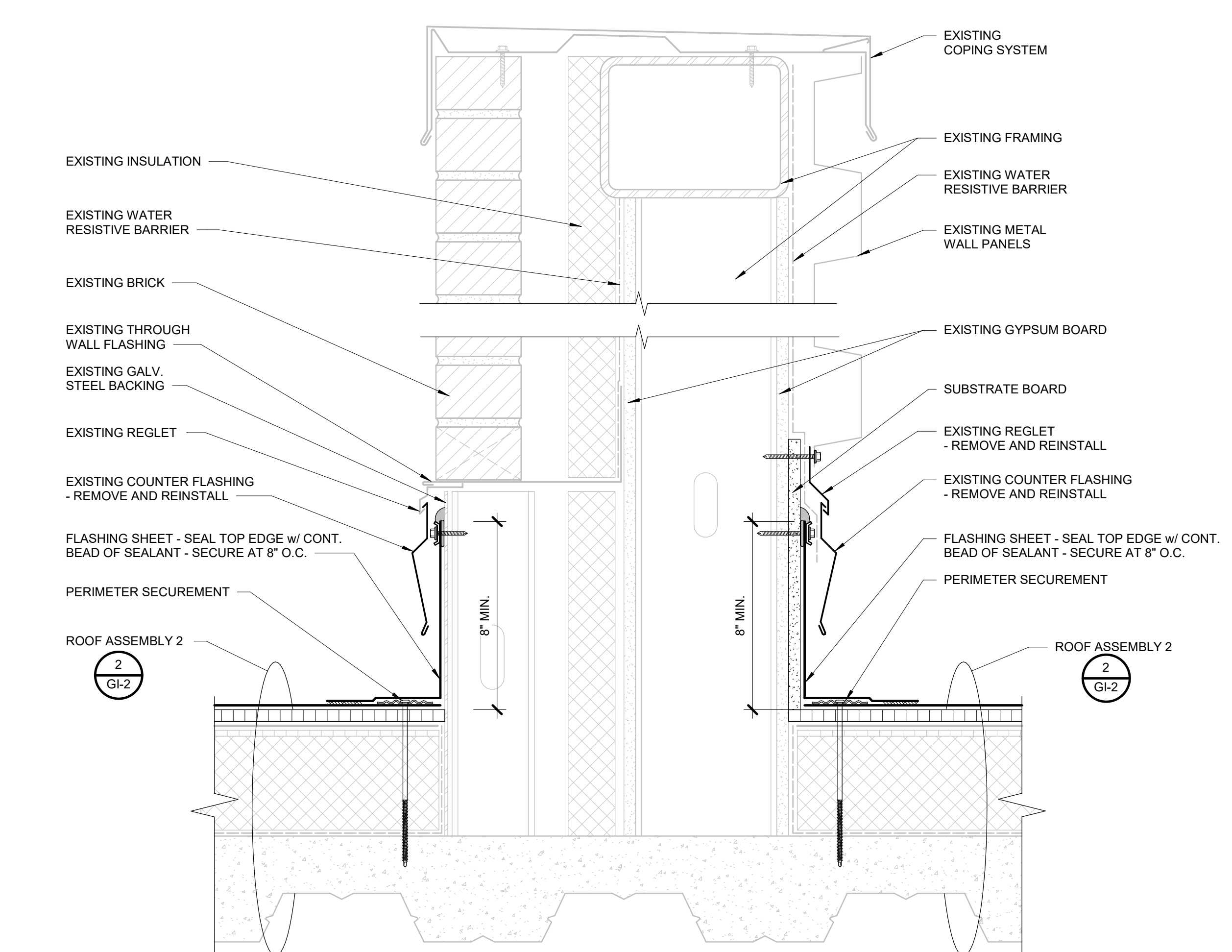
6
AREA B1
CONCRETE SLEEPER AT CONDENSER / HEAT PUMPS
R200 3" = 1'-0"

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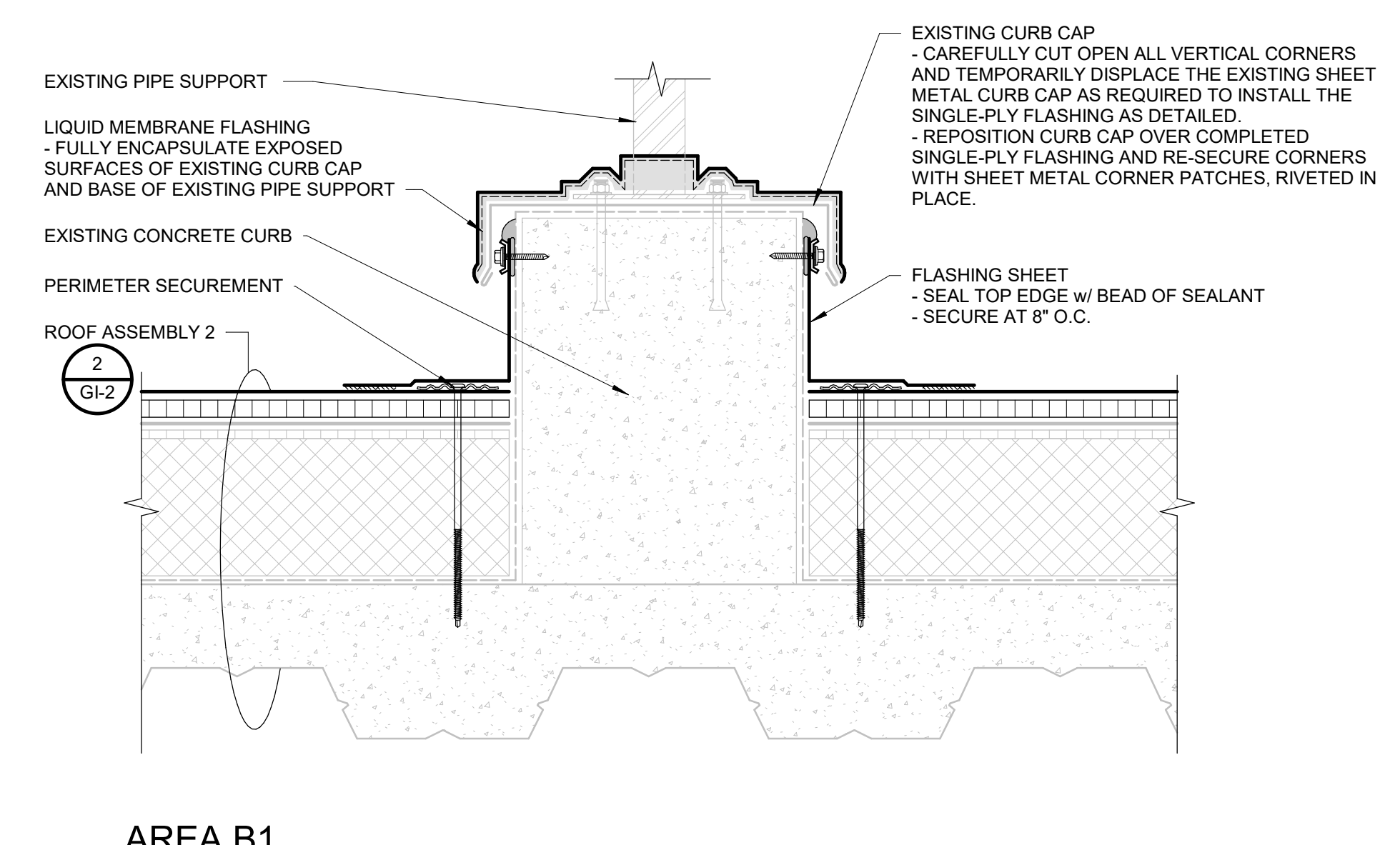
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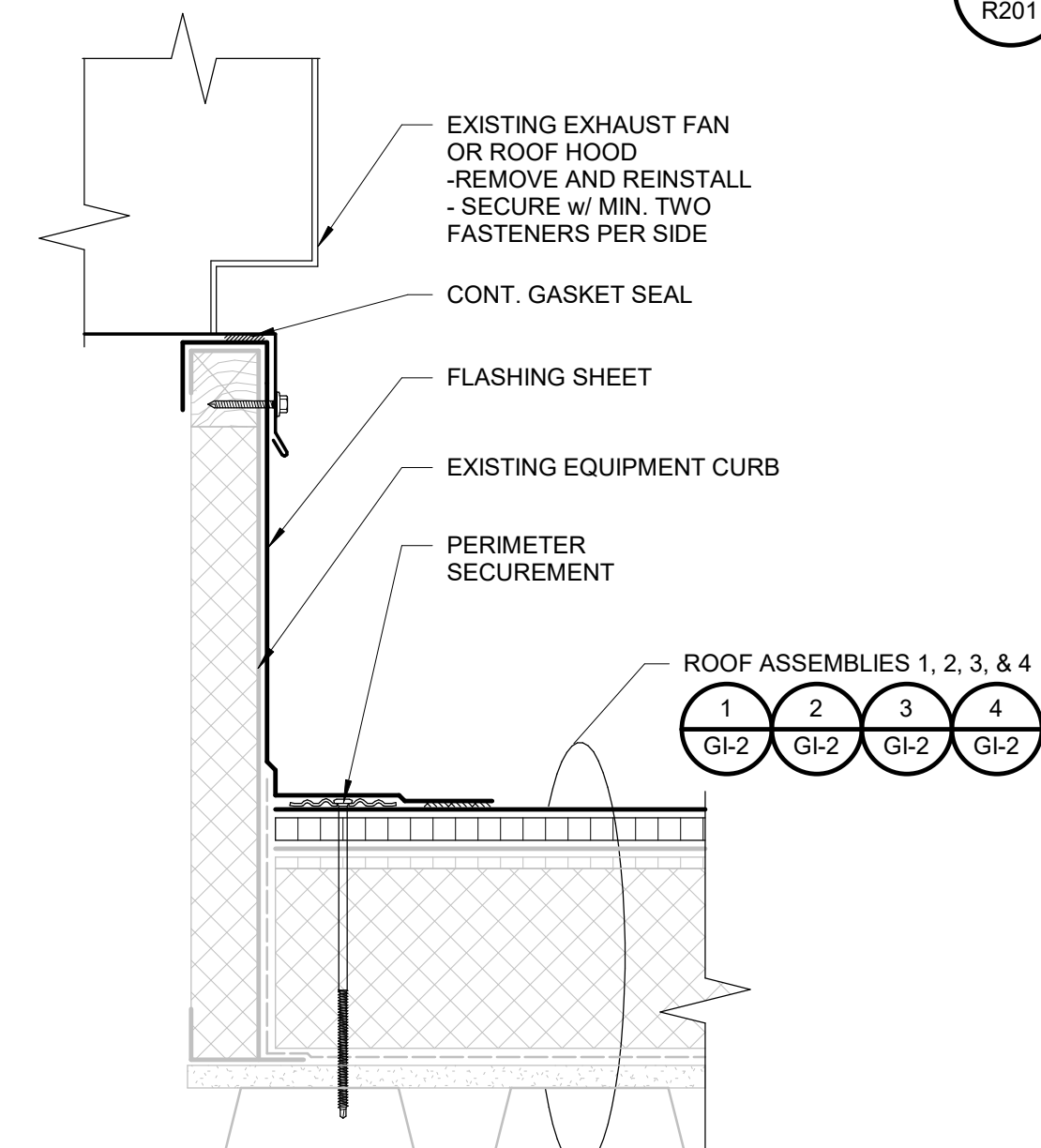
1
 AREA B1
 ROOF DRAIN w/ OVERFLOW ASSEMBLY
 R201 3" = 1'-0"



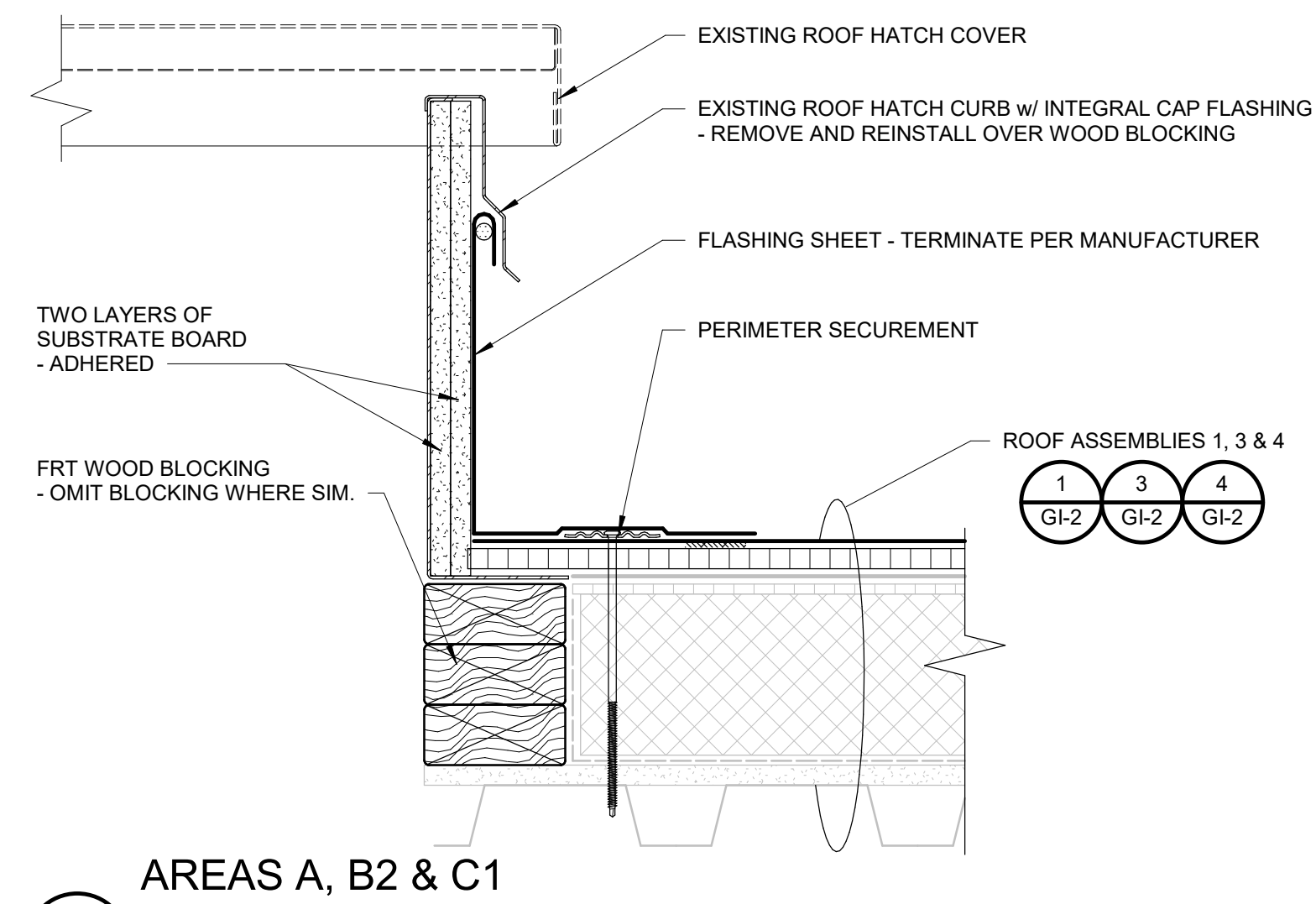
3
 AREA B1
 FIN WALL
 R201 3" = 1'-0"



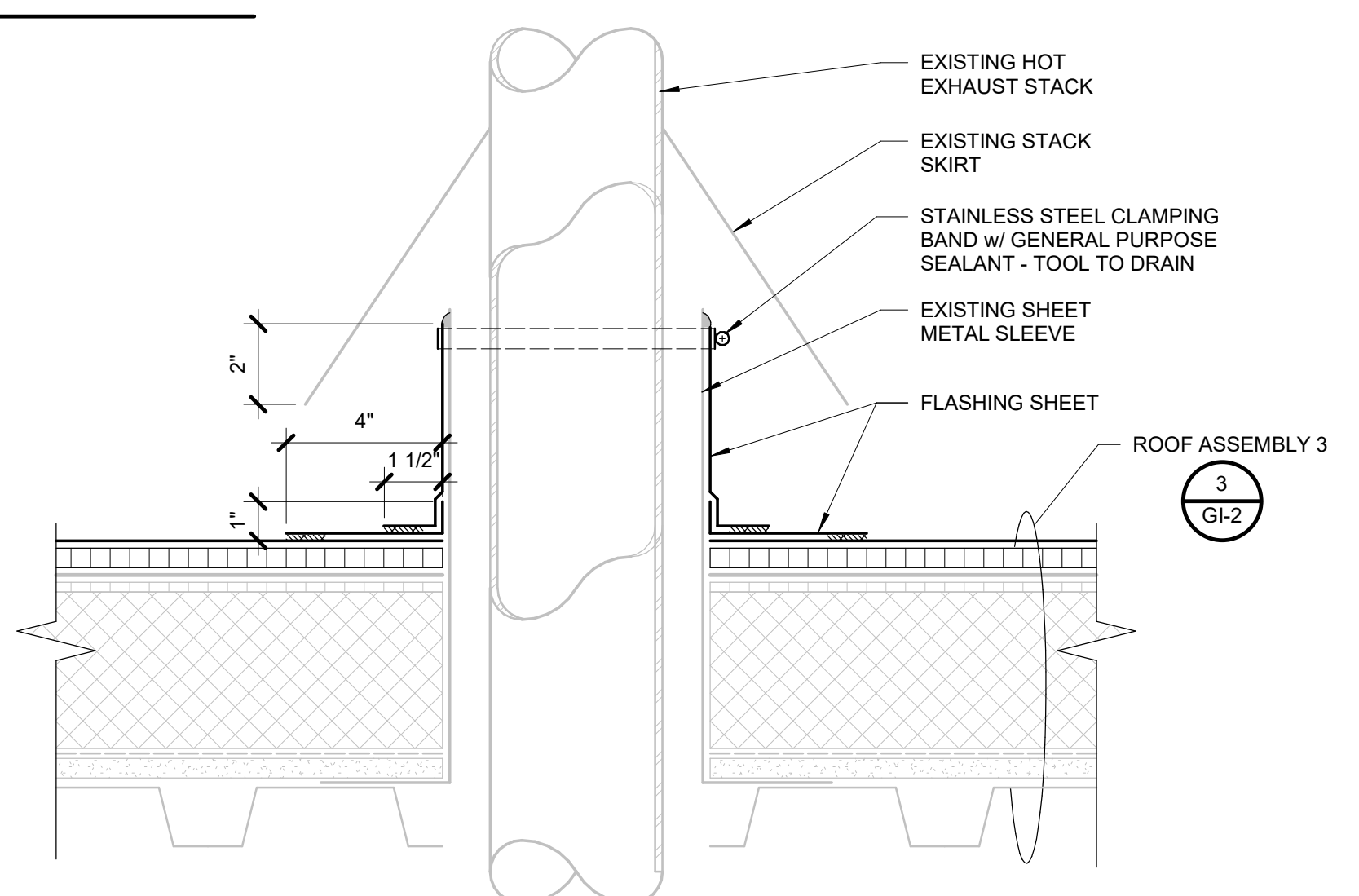
2
 AREA B1
 CONCRETE SLEEPER AT ROOF TOP UNIT (RTU)
 R201 3" = 1'-0"



4
 AREAS A, B1, B2, C1 & C2
 FAN CURB
 R201 3" = 1'-0"



5
 AREAS A, B2 & C1
 ROOF HATCH
 R201 3" = 1'-0"



6
 AREA B2
 HOT STACK PENETRATION
 R201 3" = 1'-0"

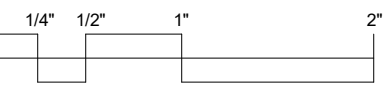
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**CITY OF SPRINGFIELD
SPRINGFIELD JUSTICE CENTER
ROOF REPLACEMENT**

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ROOF DETAILS

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Date: MARCH 20, 2023

Revisions:

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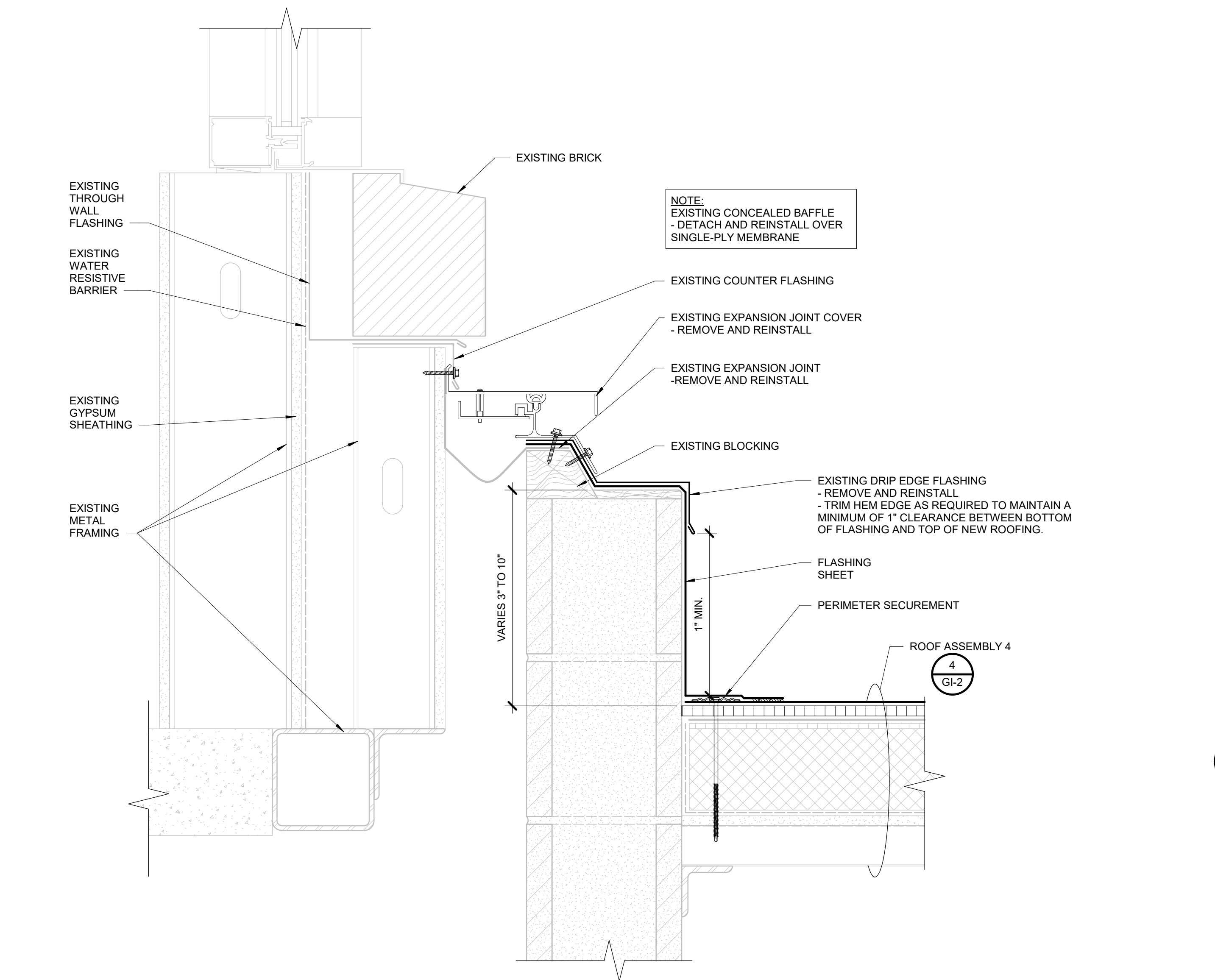
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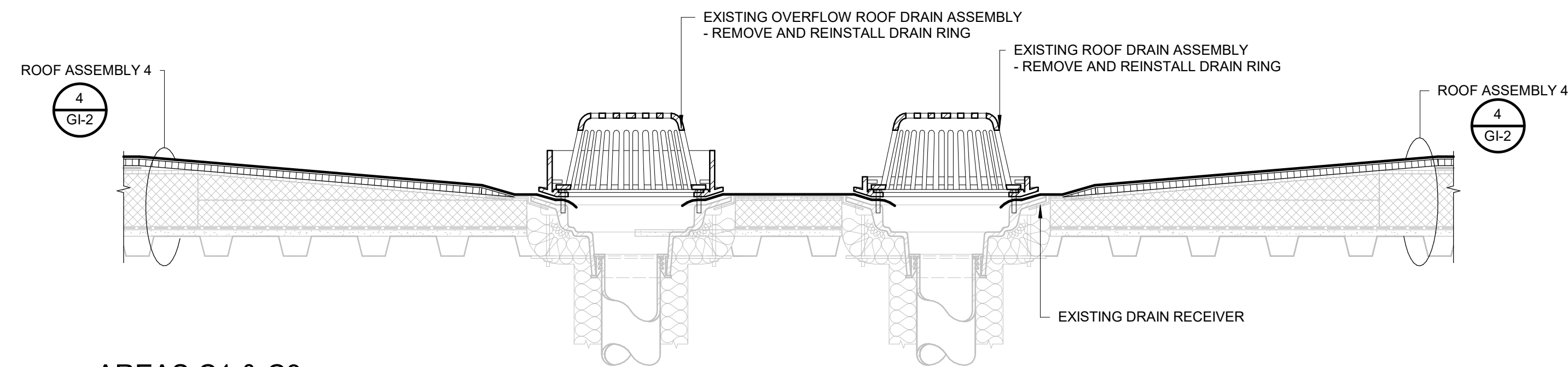
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R202

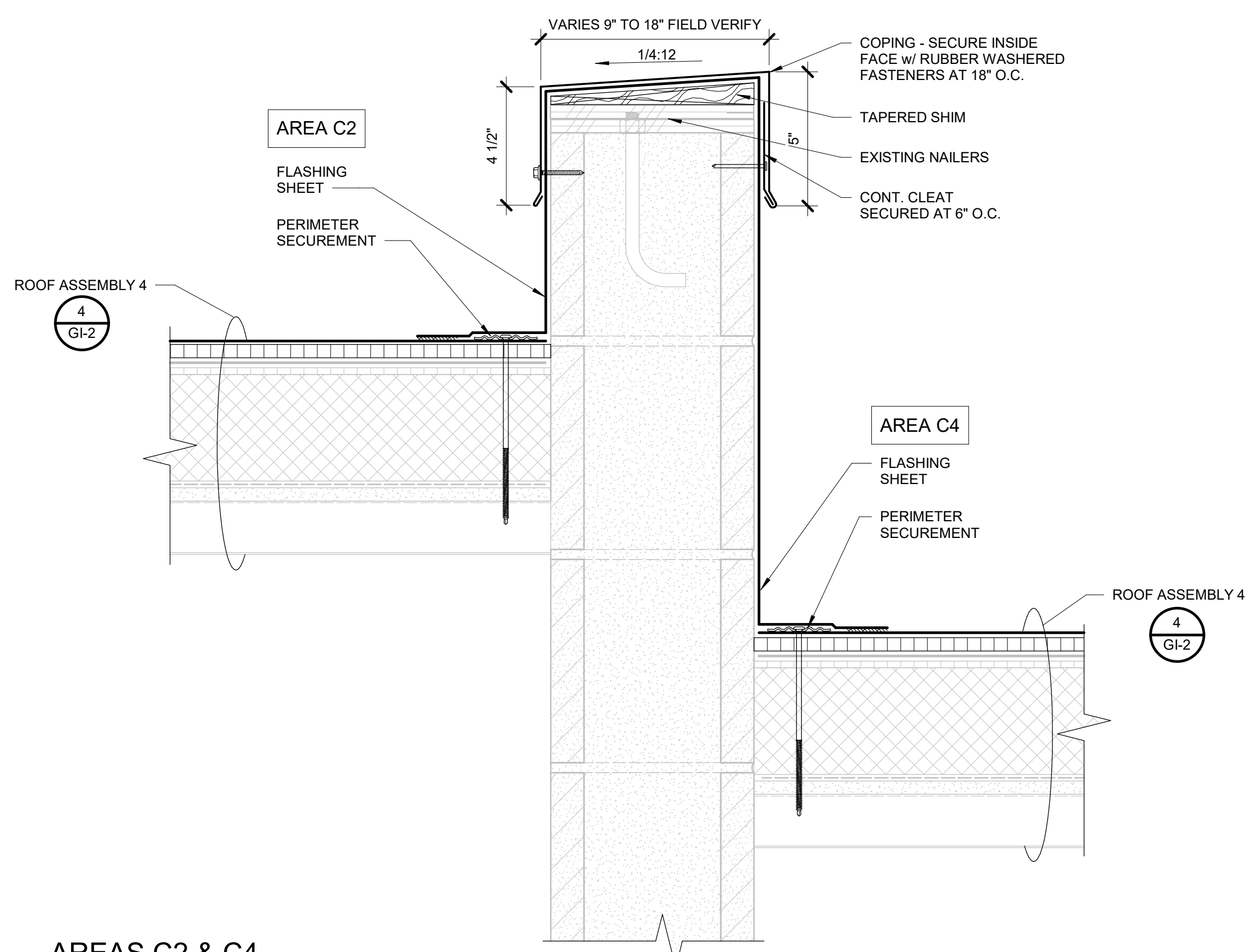
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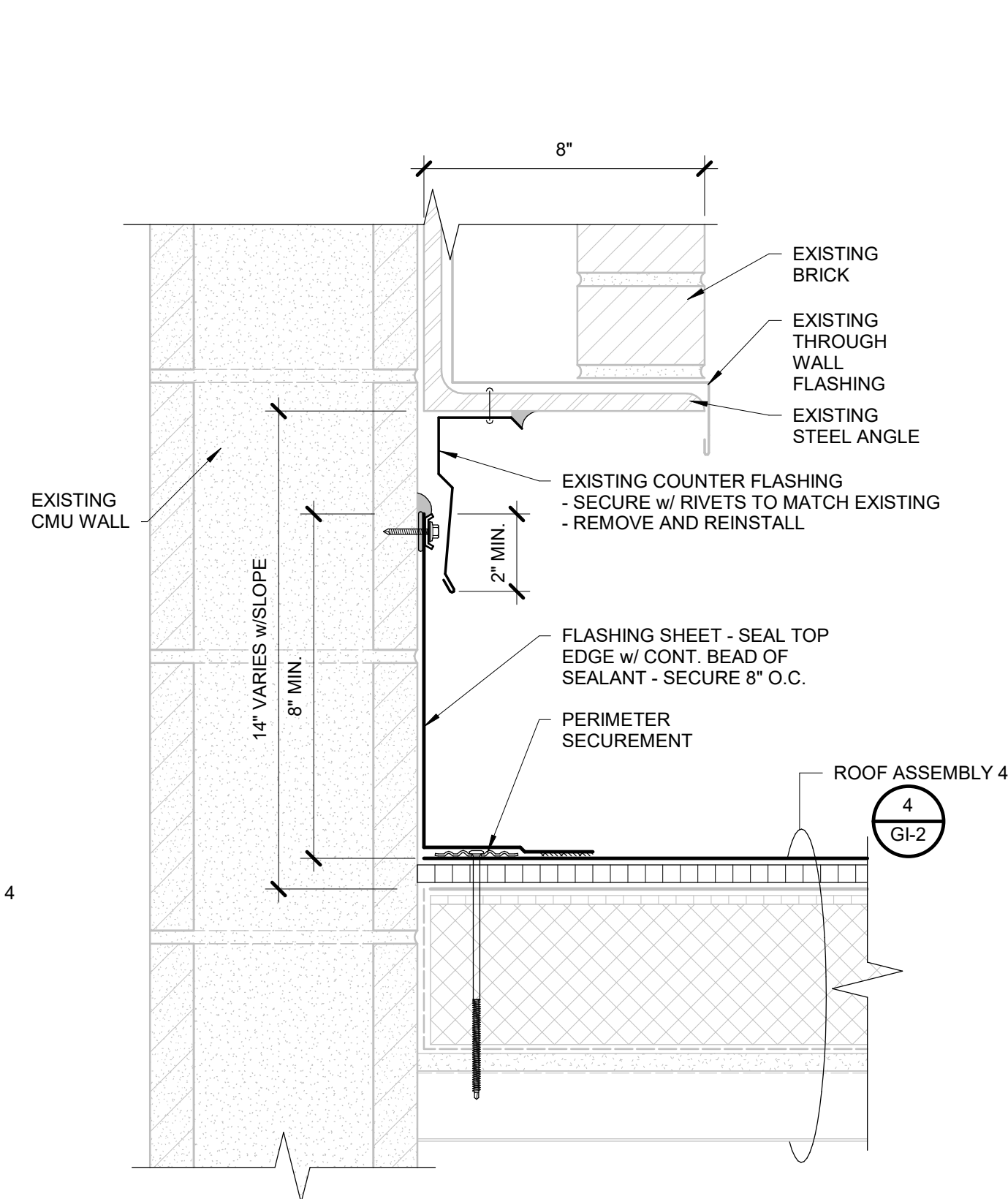
1 AREA C1
EXPANSION JOINT
R202 3" = 1'-0"



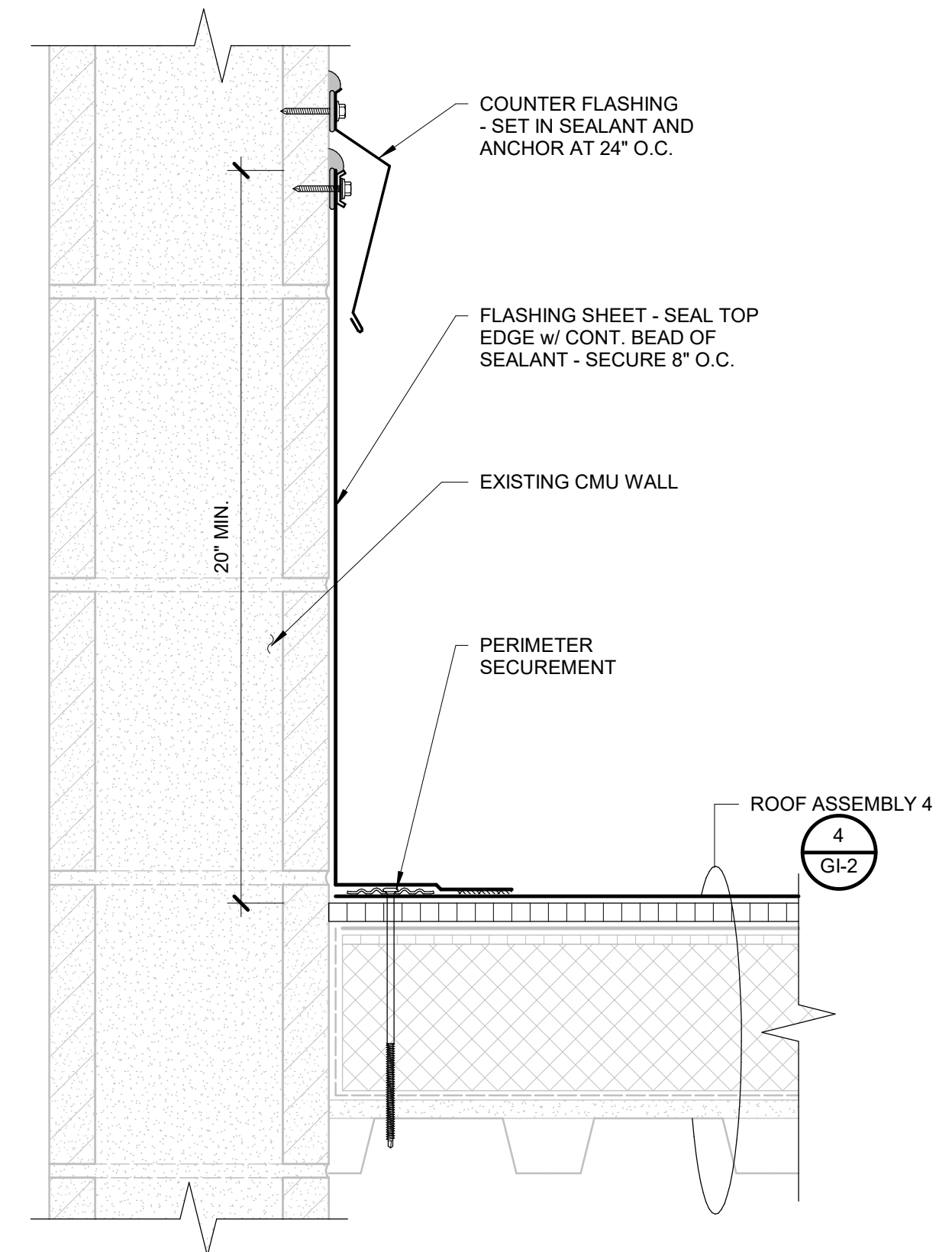
3 AREAS C1 & C3
ROOF DRAIN w/ OVERFLOW ASSEMBLY
R202 1 1/2" = 1'-0"



2 AREAS C2 & C4
SEPARATION WALL
R202 3" = 1'-0"



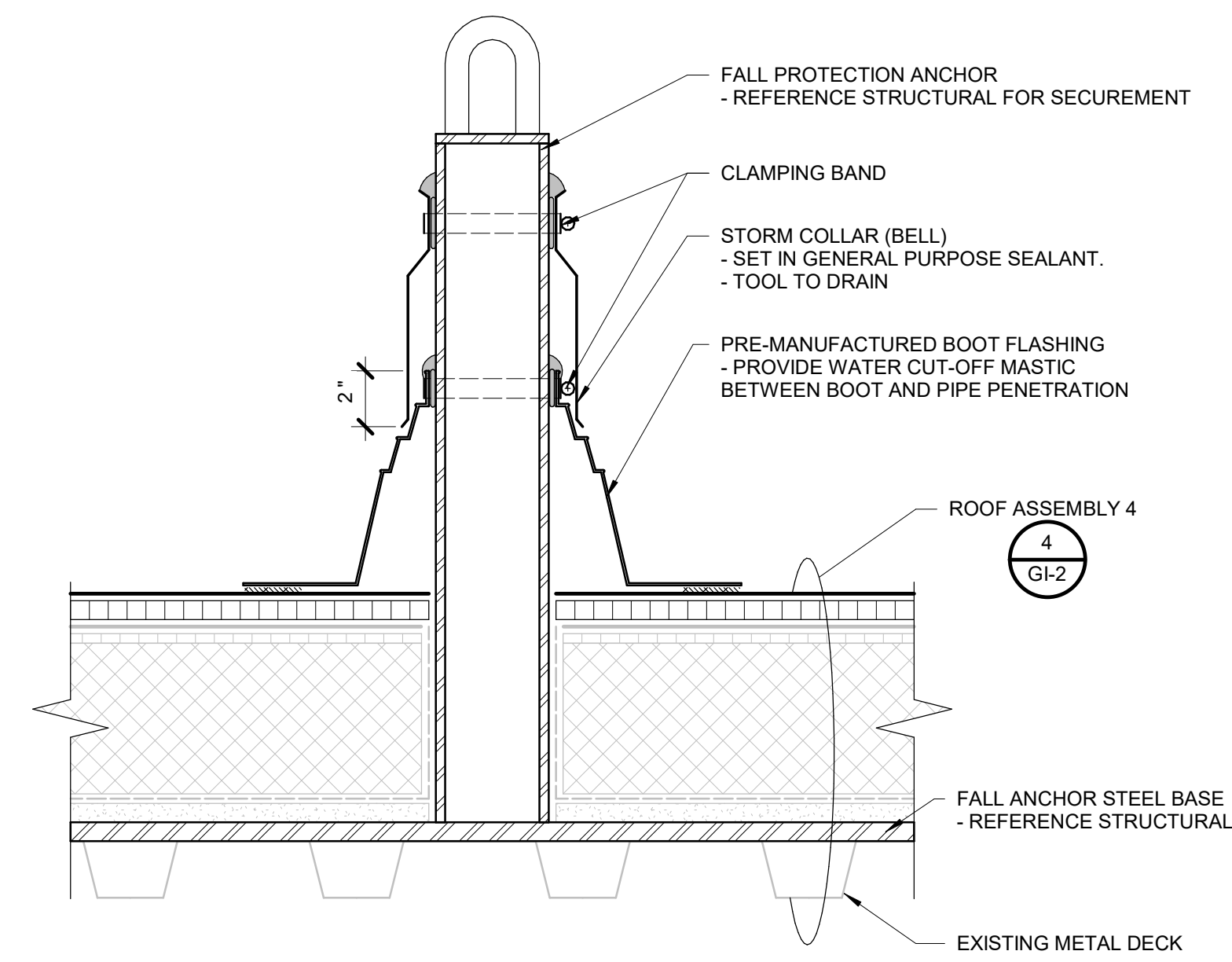
4 AREA C1
ROOF TO WALL AT BRICK
R202 3" = 1'-0"



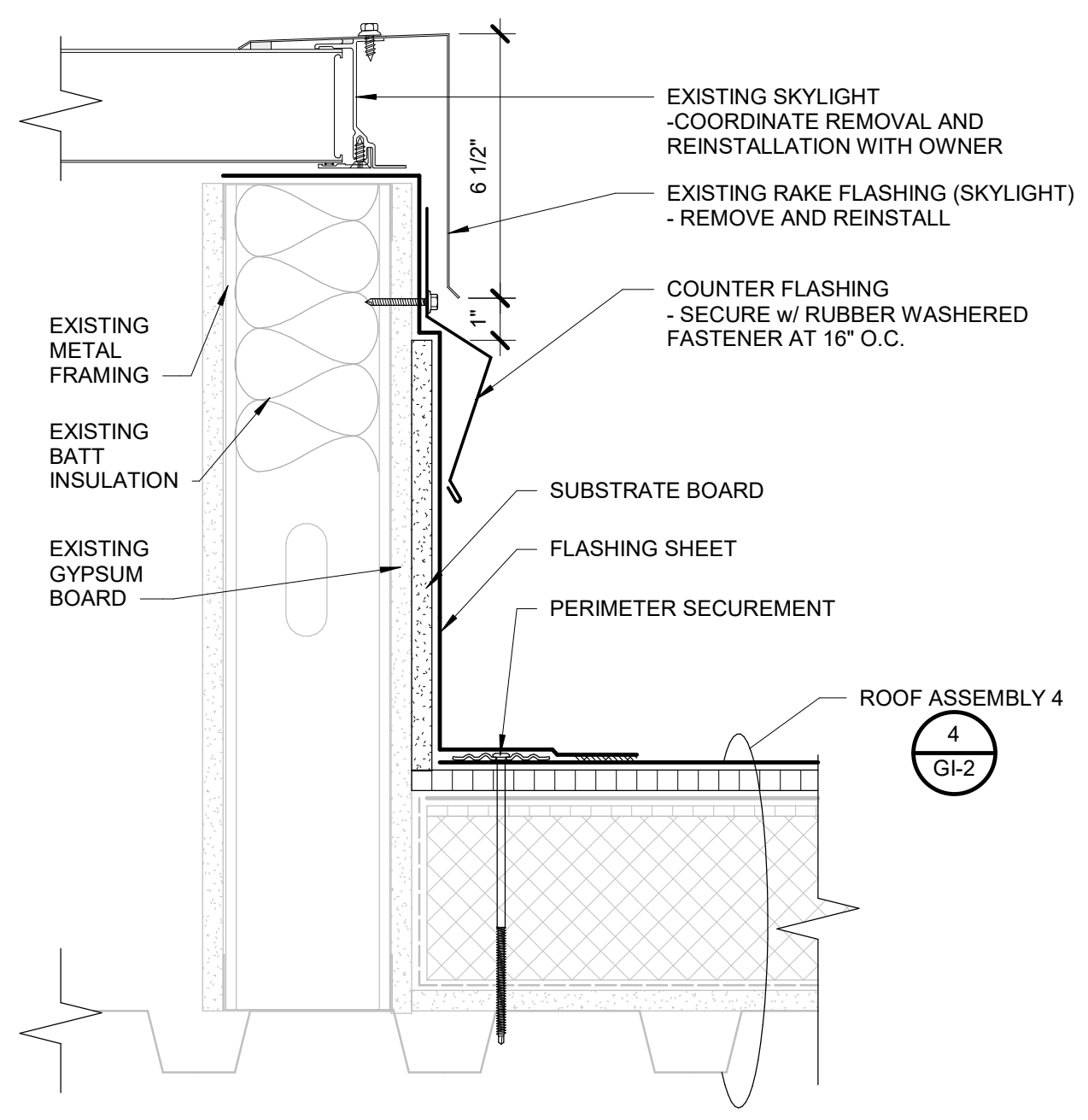
5 AREA C1
ROOF TO WALL AT CMU
R202 3" = 1'-0"

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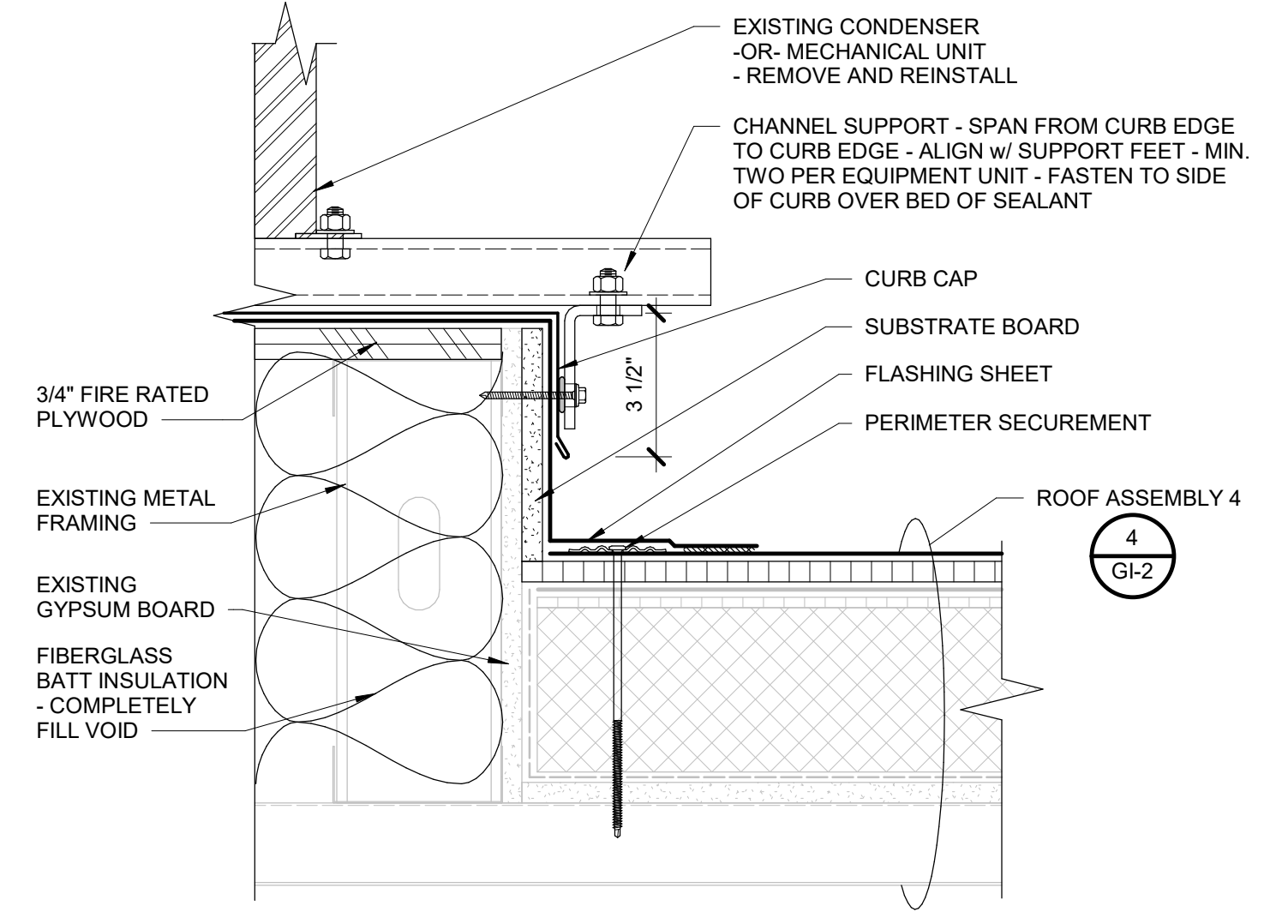
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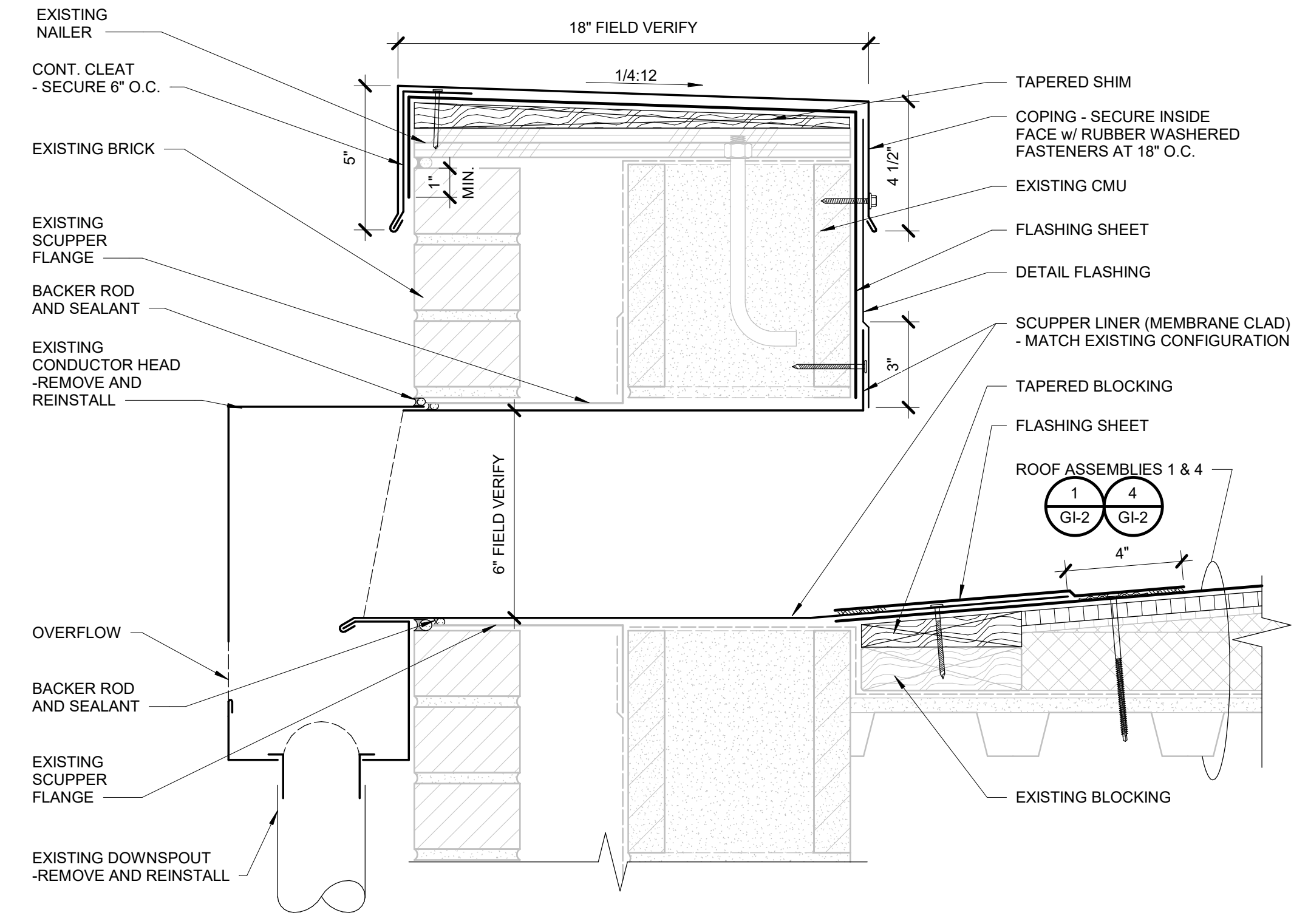
**3 AREA C4
 FALL PROTECTION ANCHOR**
 R203 3" = 1'-0"



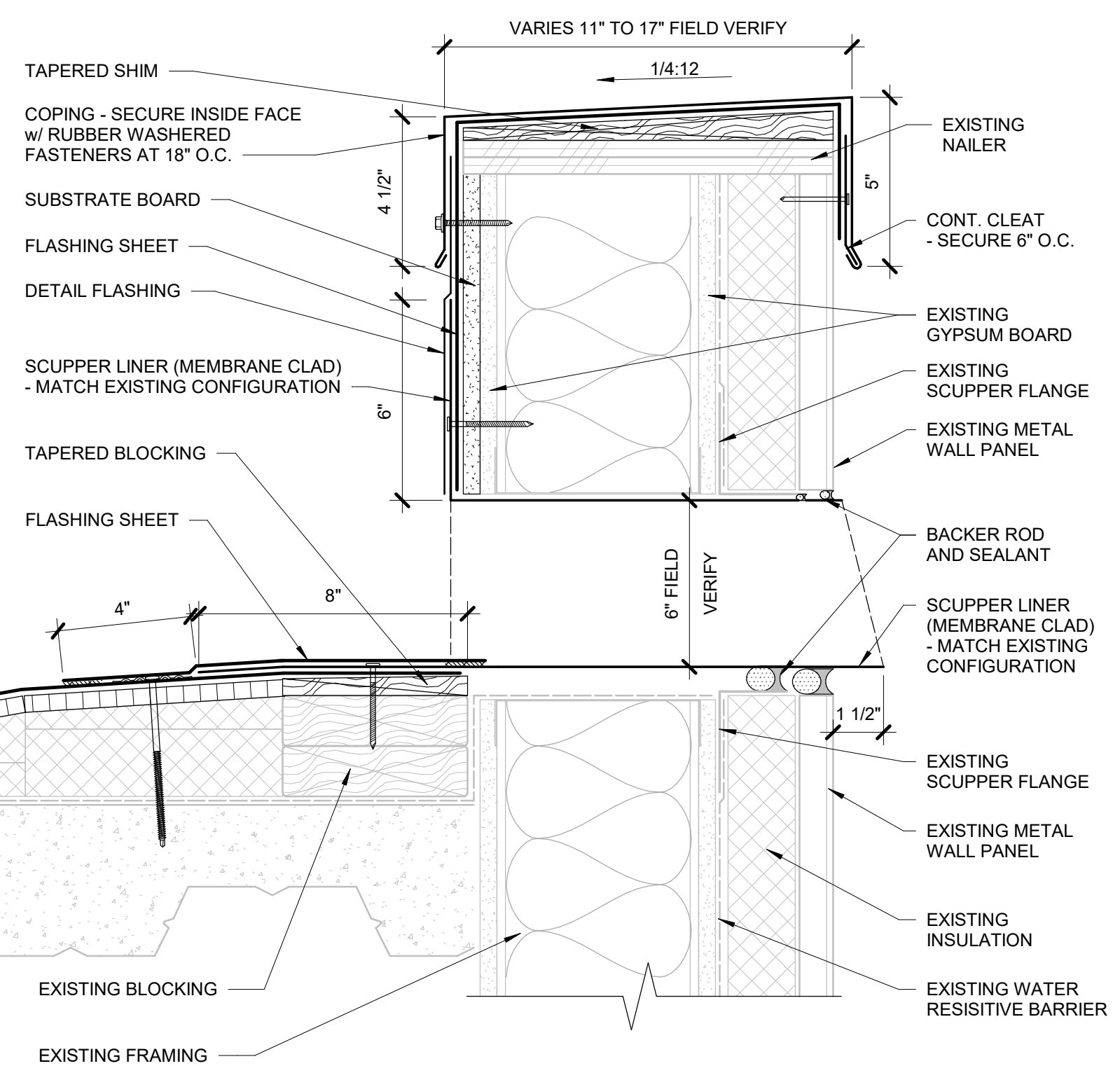
**2 AREAS C1 & C2
 SKYLIGHT**
 R203 3" = 1'-0"



**1 AREA C1
 MECHANICAL CURB**
 R203 3" = 1'-0"



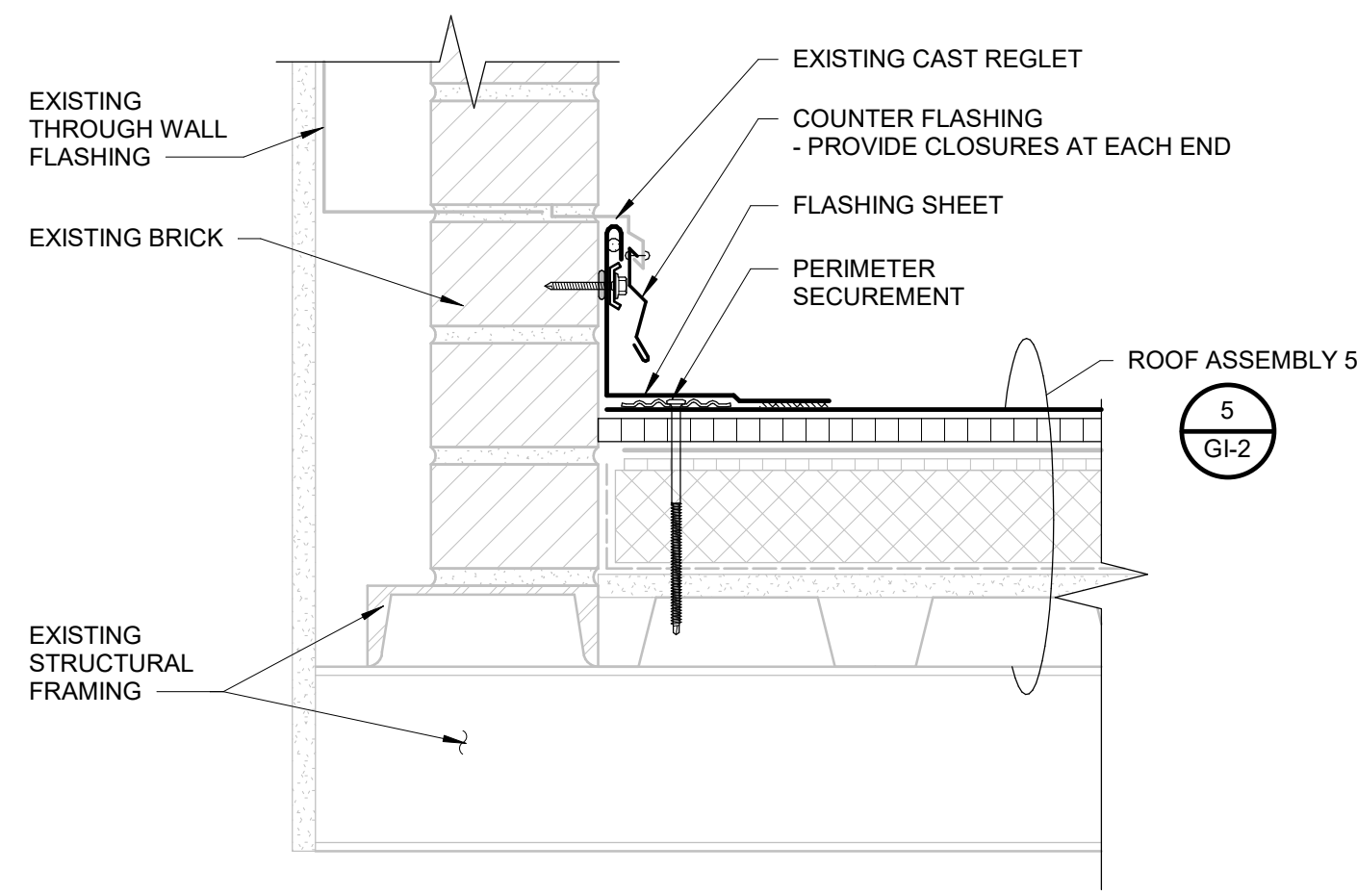
**5 AREAS A & C1
 SCUPPER DRAIN**
 R203 3" = 1'-0"



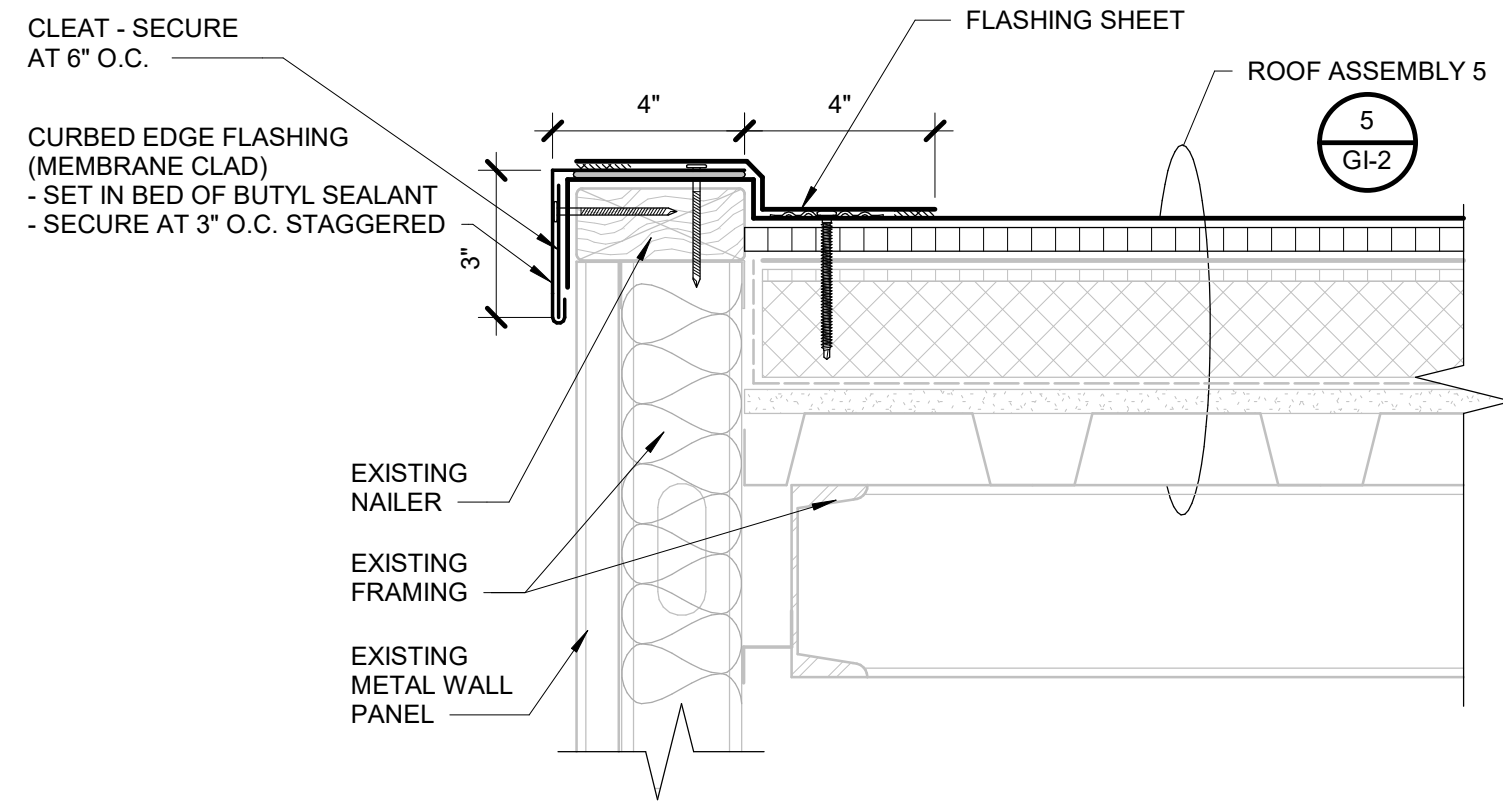
**4 AREAS B1, B2 & C1
 ROOF DRAIN & SCUPPER OVERFLOW**
 R203 3" = 1'-0"

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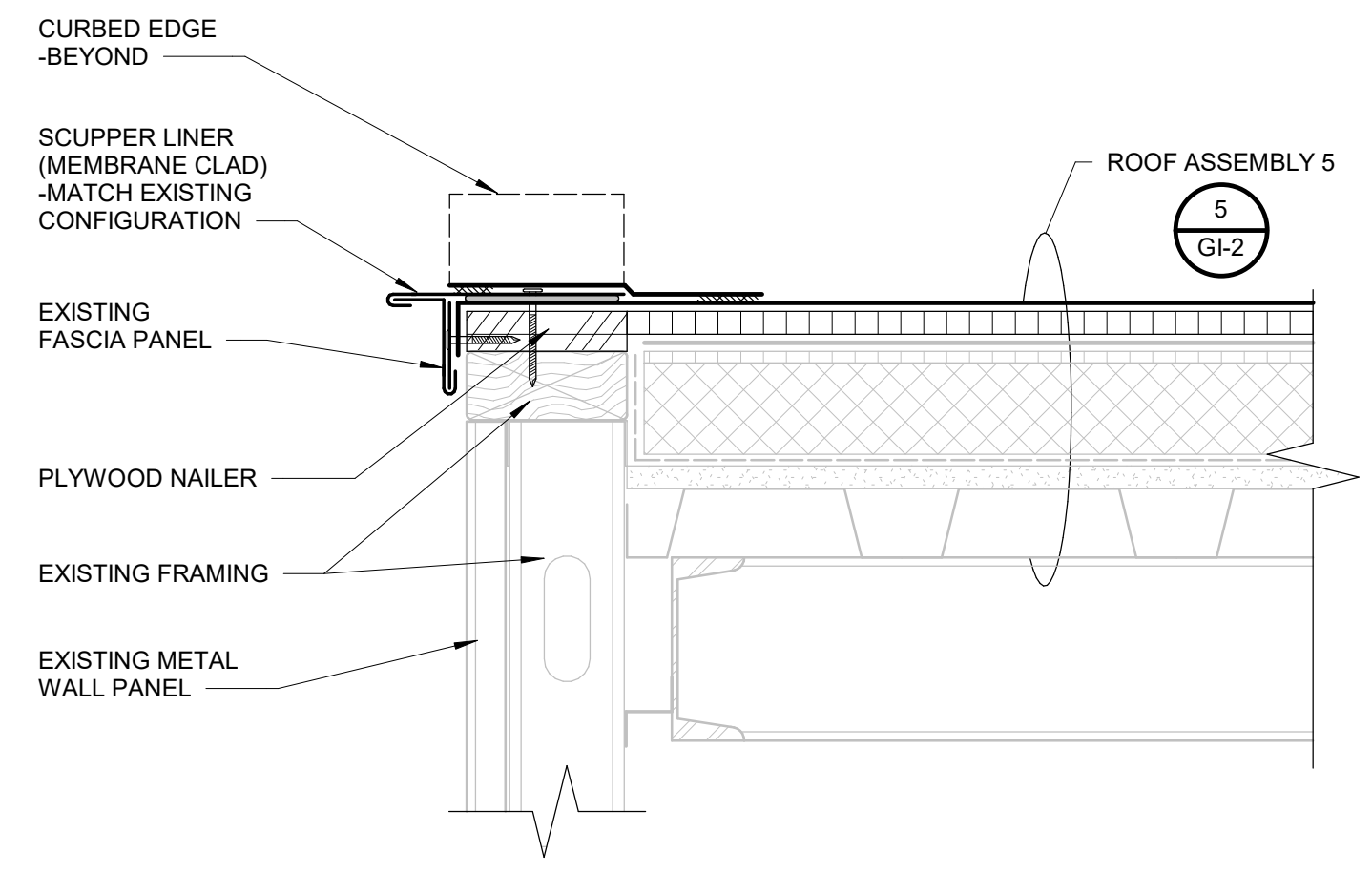
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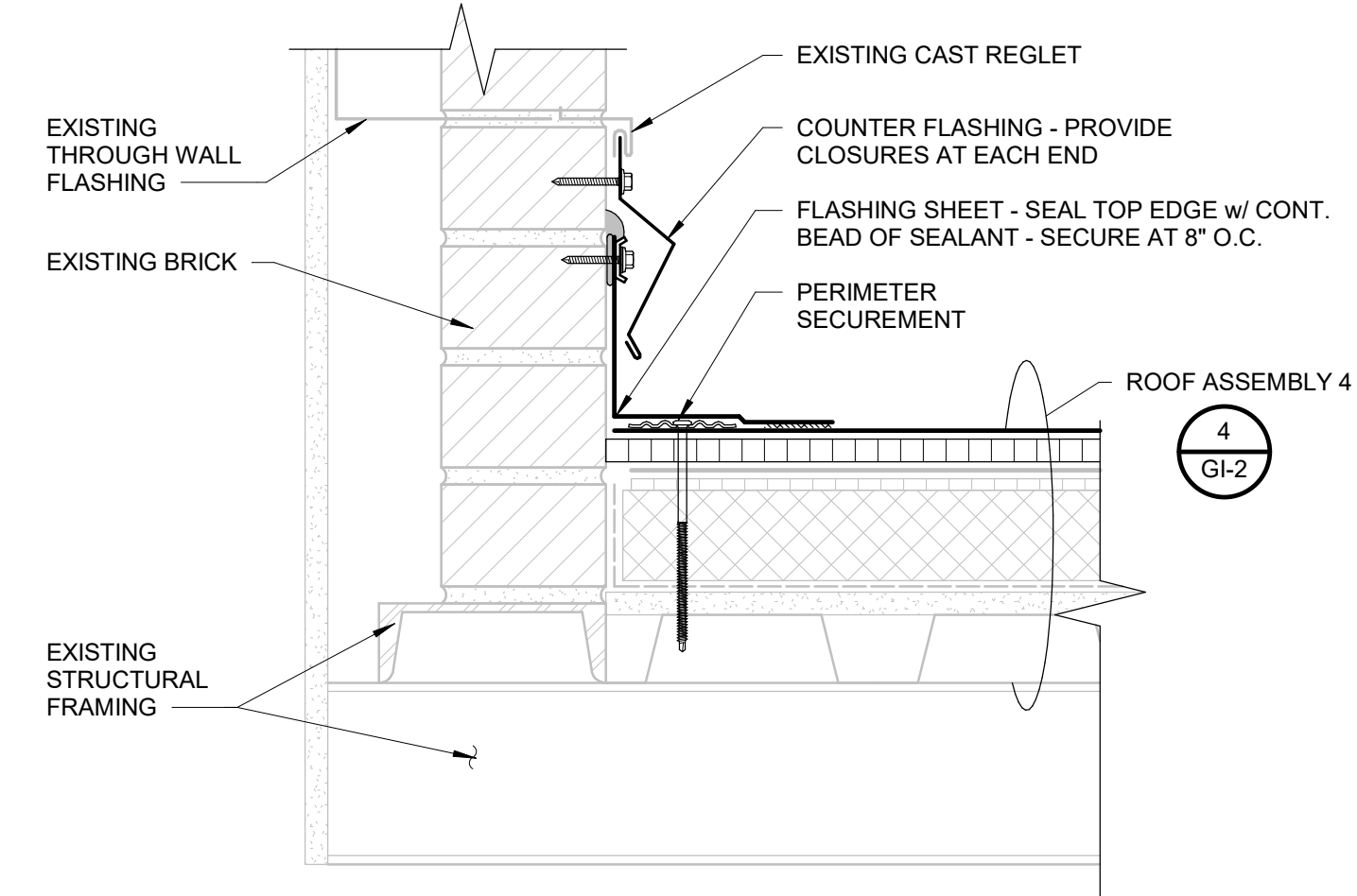
1
 AREAS B4, B5, B6 & B7
 CANOPY BASE FLASHING
 R204 3" = 1'-0"



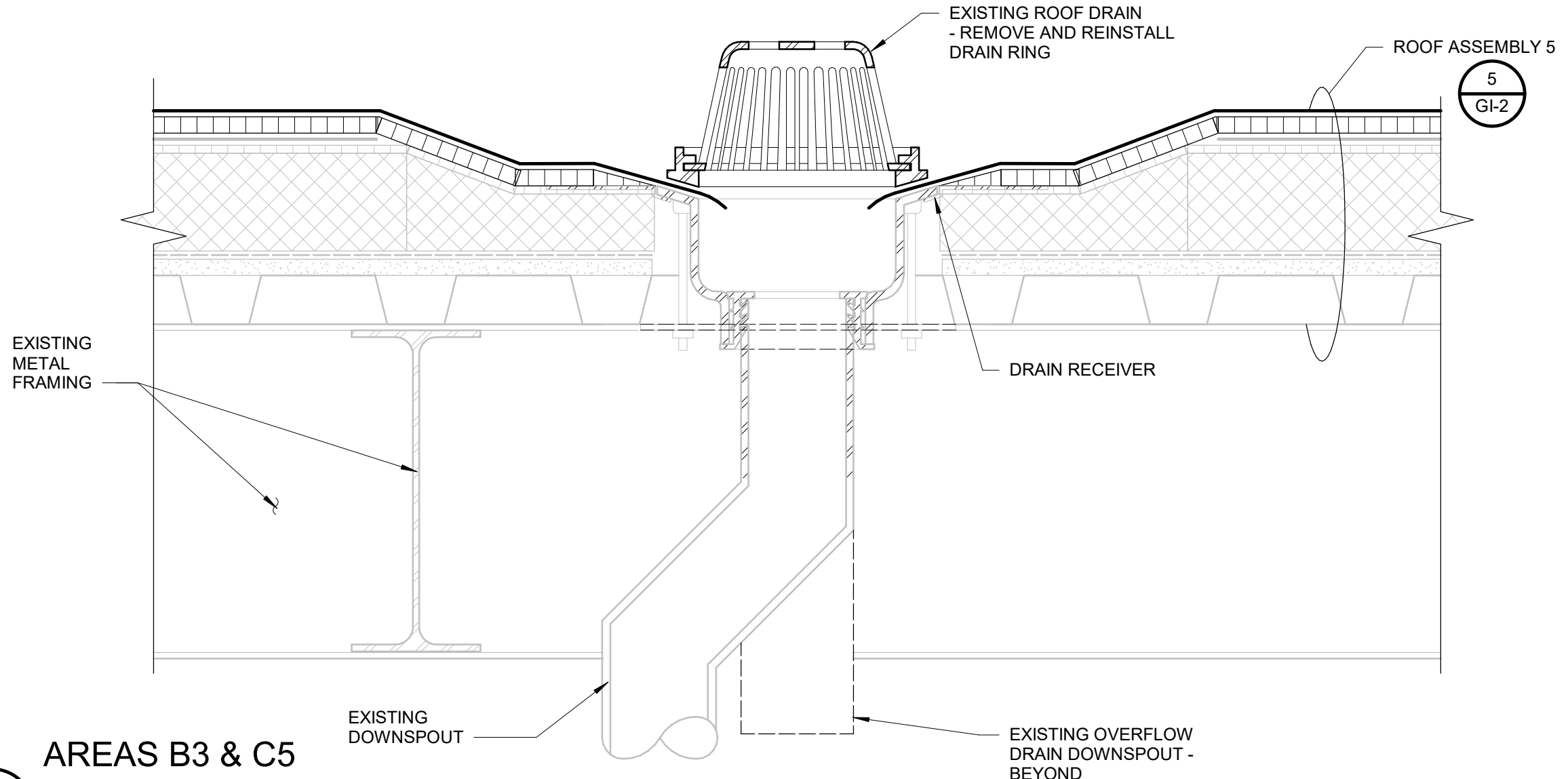
2
 AREAS B3, B4, B5, B6, B7 & C5
 CANOPY CURBED EDGE FLASHING
 R204 3" = 1'-0"



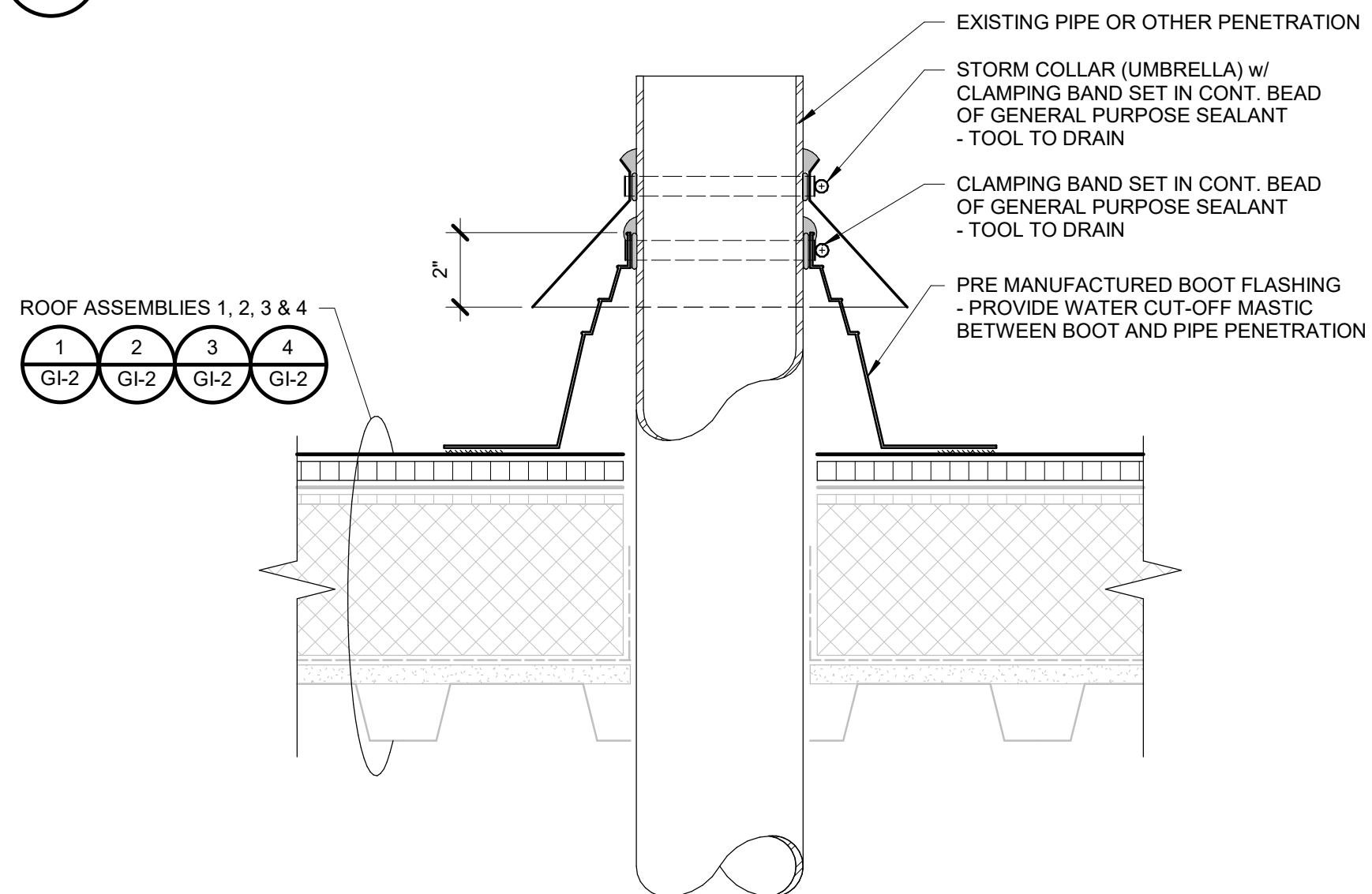
3
 AREAS B4, B5, B6, B7
 CANOPY SCUPPER
 R204 3" = 1'-0"



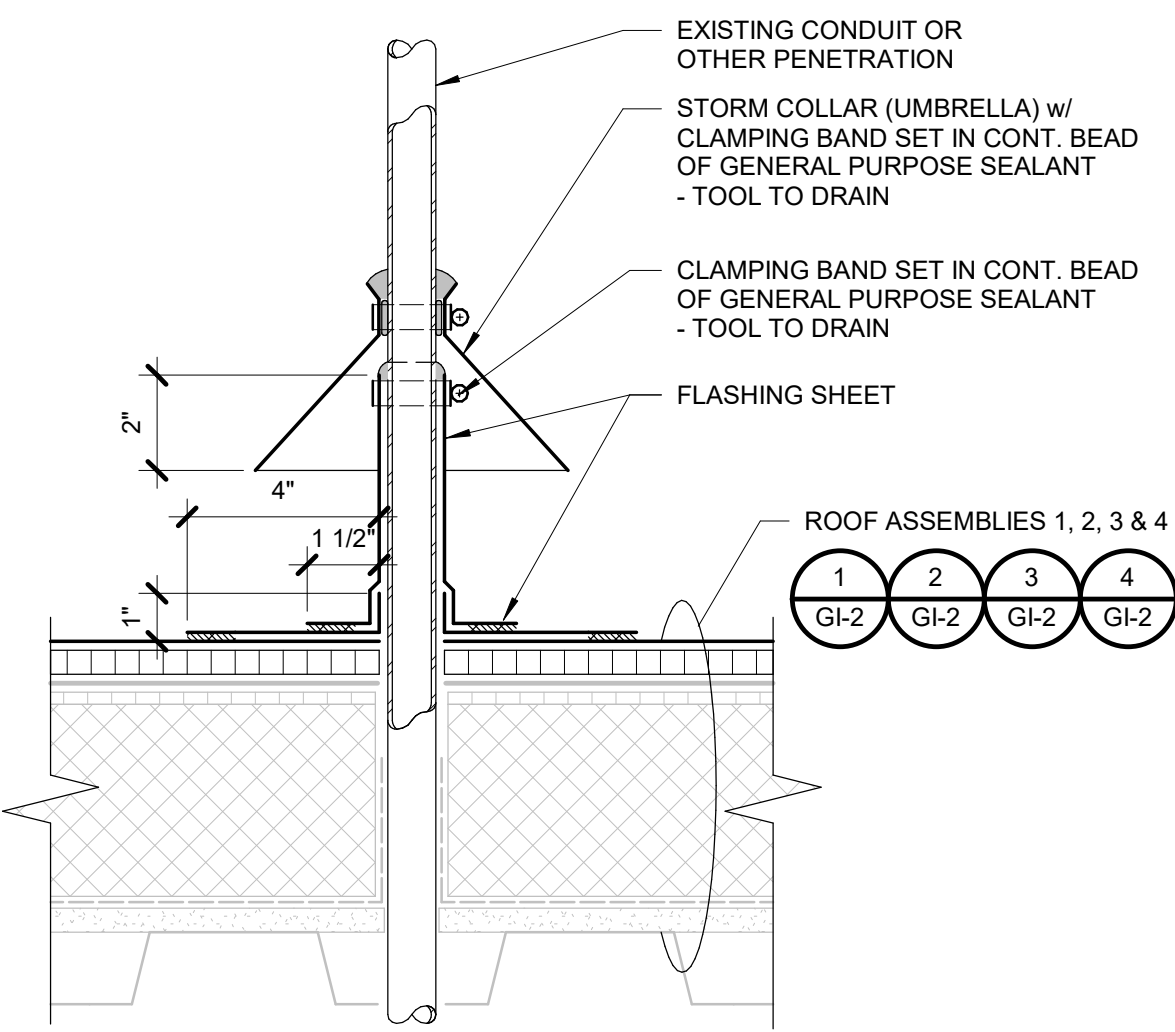
4
 AREAS B3 & C5
 VESTIBULE BASE FLASHING
 R204 3" = 1'-0"



5
 AREAS B3 & C5
 ROOF DRAIN
 R204 3" = 1'-0"



6
 TYPICAL VENT/PIPE PENETRATION
 (BOOT)
 R204 3" = 1'-0"

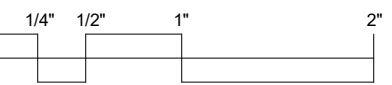


7
 TYPICAL CONDUIT PENETRATION
 (FIELD WRAP)
 R204 3" = 1'-0"

**CITY OF SPRINGFIELD
SPRINGFIELD JUSTICE CENTER
ROOF REPLACEMENT**

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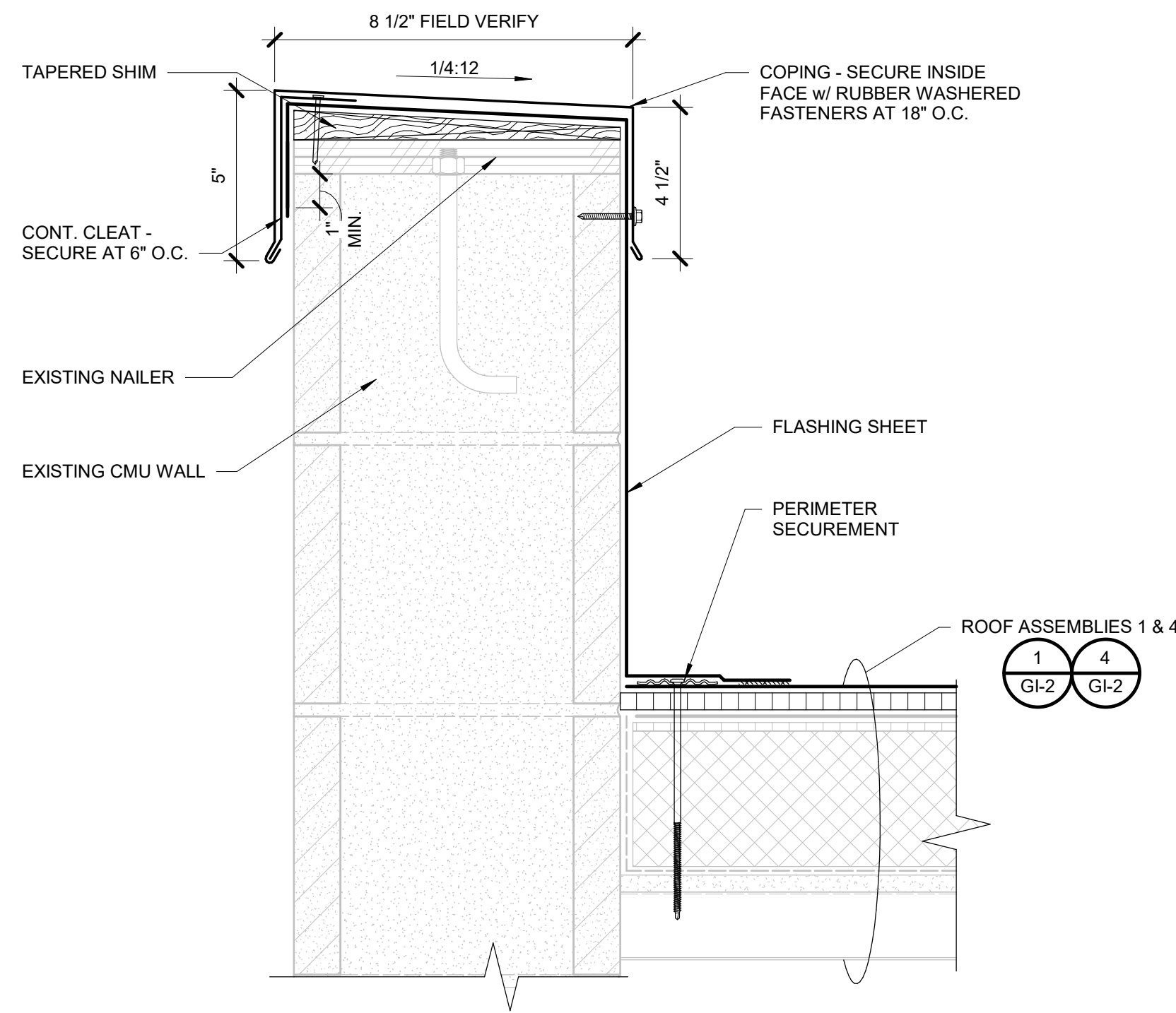
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Drawn: GC
Checked: TWB

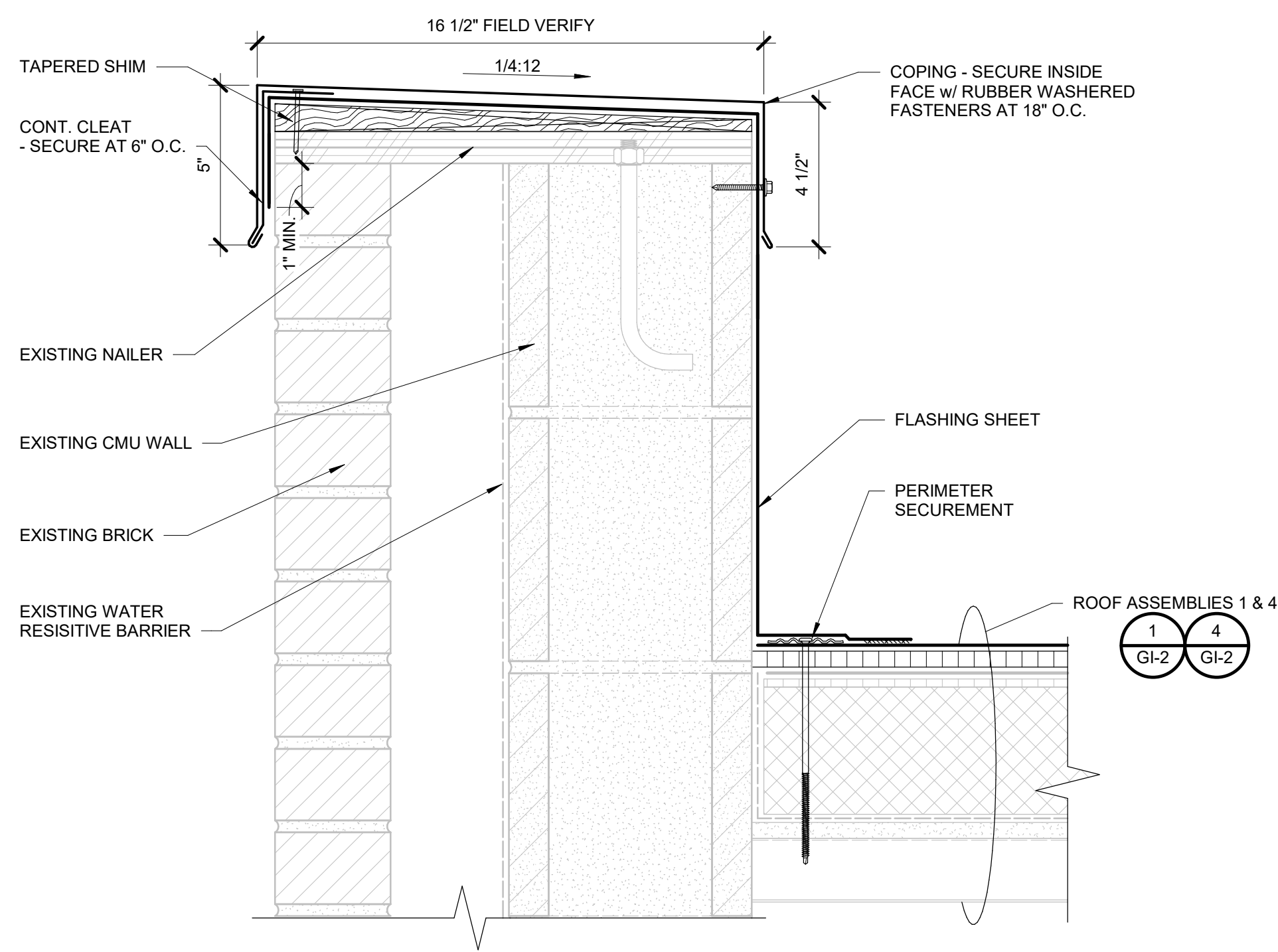
PRC No.: R3430.02

Sheet No.:

R205



1
AREAS A & C1
CMU PARAPET
R205 3" = 1'-0"

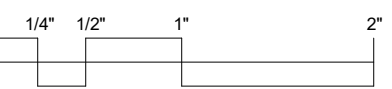


2
AREAS A, C1 & C2
CMU w/ BRICK PARAPET
R205 3" = 1'-0"

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SPRINGFIELD JUSTICE CENTER
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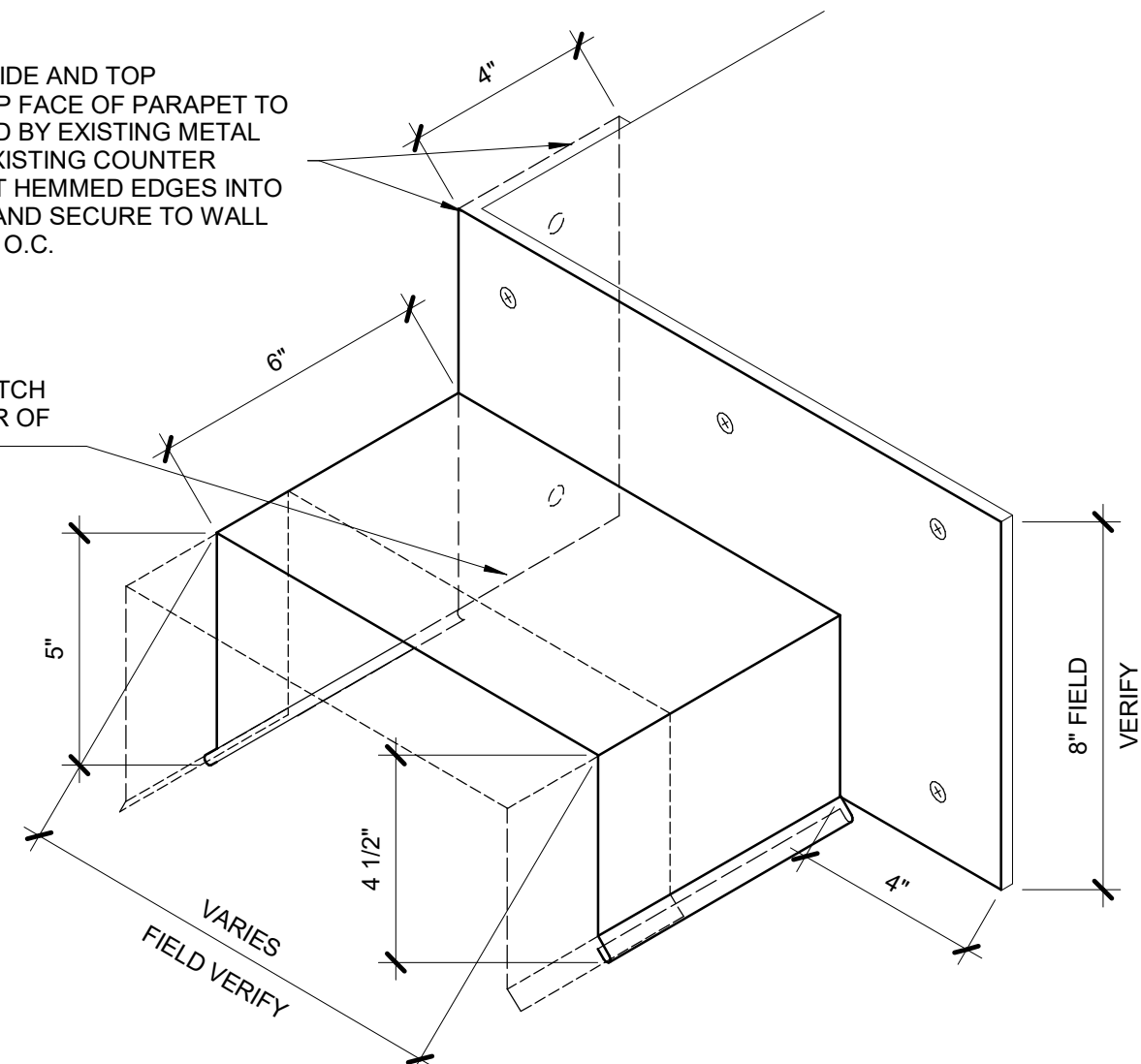
PRC No.: R3430.02

Sheet No.:

R206

HEMMED EDGE AT SIDE AND TOP
- EXTEND SADDLE UP FACE OF PARAPET TO BE WEATHERLAPPED BY EXISTING METAL WALL PANELS OR EXISTING COUNTER FLASHING - WET-SET HEMMED EDGES INTO SILICONE SEALANT AND SECURE TO WALL w/ FASTENERS AT 4" O.C.

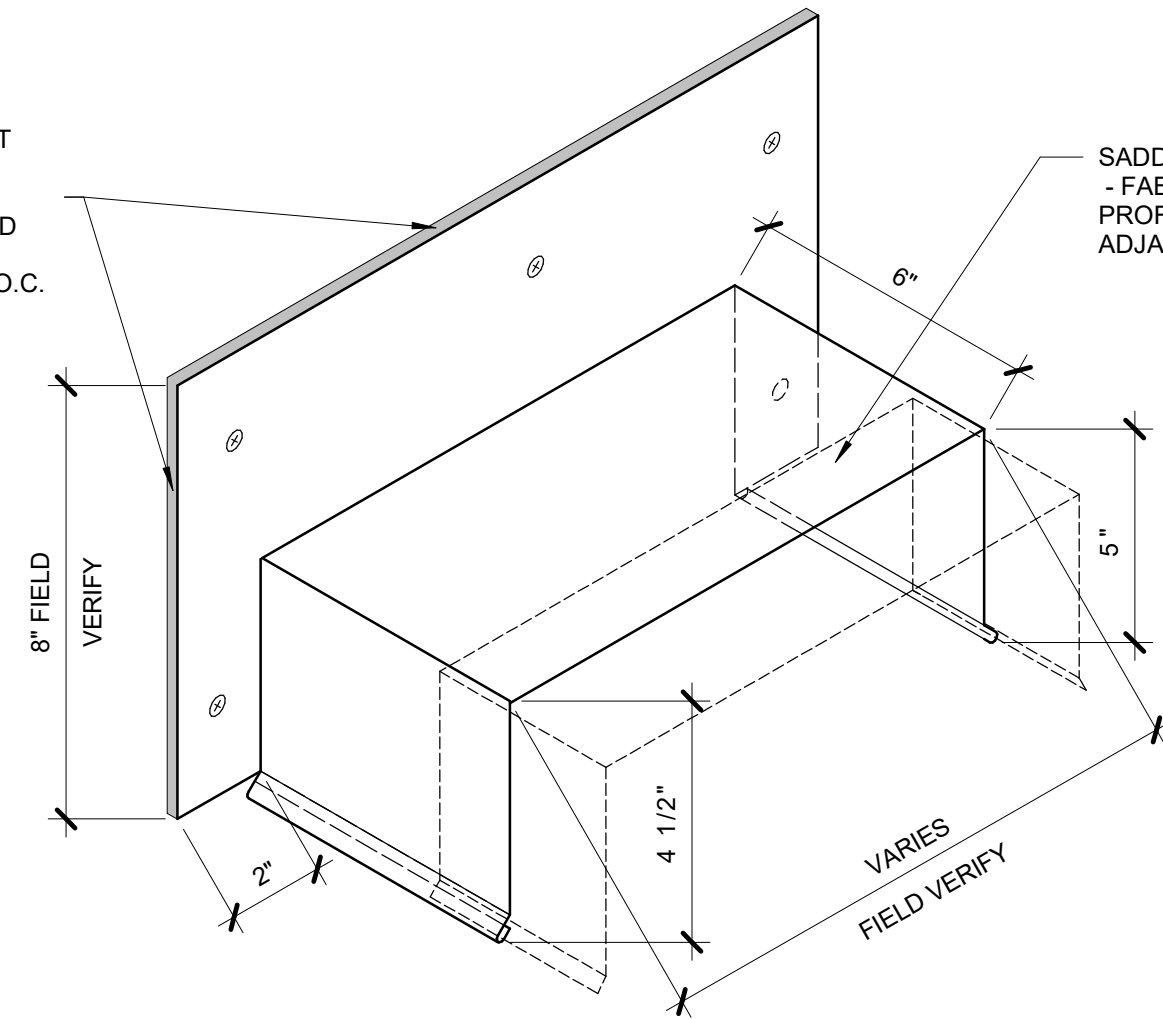
SADDLE FLASHING
- FABRICATE TO MATCH PROFILE AND COLOR OF ADJACENT COPING



1 SADDLE FLASHING
R206 3" = 1'-0"

HEMMED EDGE AT SIDE AND TOP
- EXTEND SADDLE UP FACE OF PARAPET TO BE WEATHERLAPPED BY EXISTING METAL WALL PANELS OR EXISTING COUNTER FLASHING - WET-SET HEMMED EDGES INTO SILICONE SEALANT AND SECURE TO WALL w/ FASTENERS AT 4" O.C.

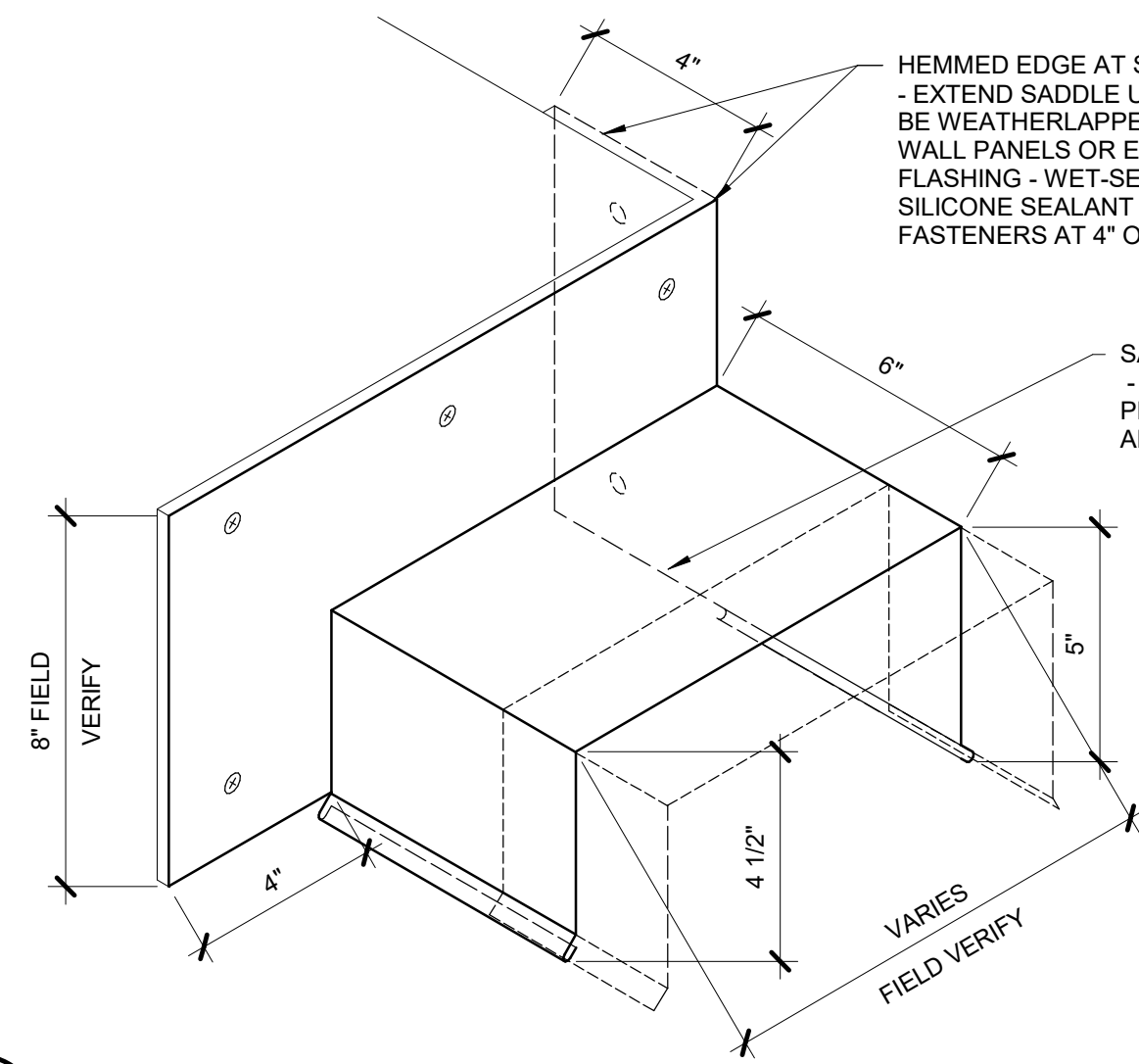
SADDLE FLASHING
- FABRICATE TO MATCH PROFILE AND COLOR OF ADJACENT COPING



2 SADDLE FLASHING
R206 3" = 1'-0"

HEMMED EDGE AT SIDE AND TOP
- EXTEND SADDLE UP FACE OF PARAPET TO BE WEATHERLAPPED BY EXISTING METAL WALL PANELS OR EXISTING COUNTER FLASHING - WET-SET HEMMED EDGES INTO SILICONE SEALANT AND SECURE TO WALL w/ FASTENERS AT 4" O.C.

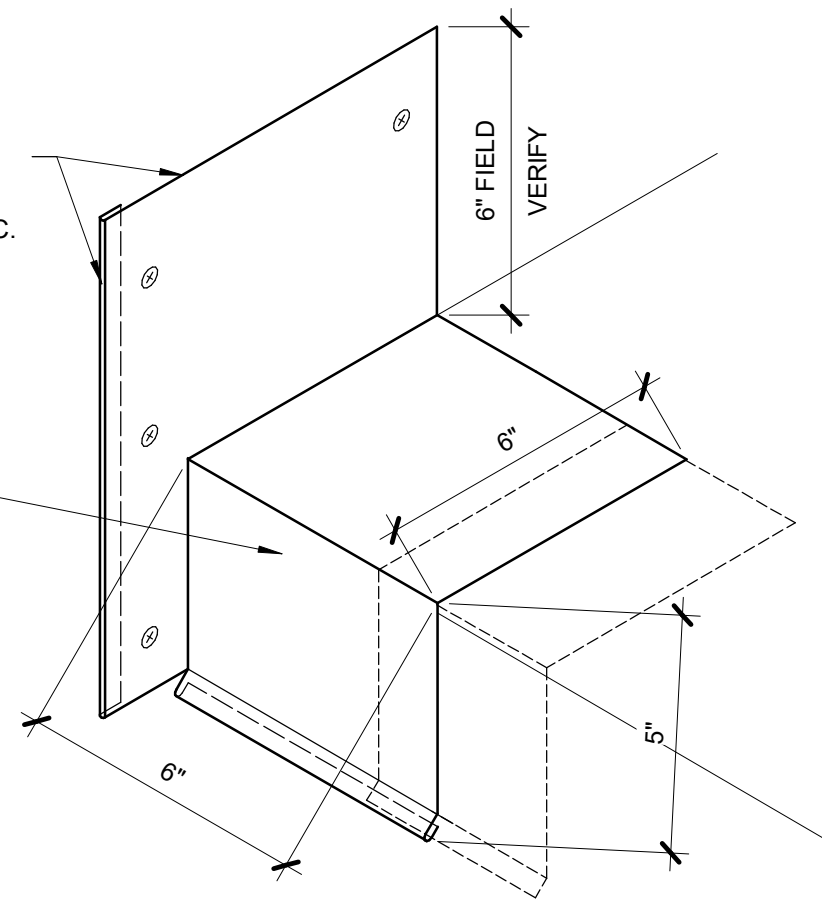
SADDLE FLASHING
- FABRICATE TO MATCH PROFILE AND COLOR OF ADJACENT COPING



3 SADDLE FLASHING
R206 3" = 1'-0"

HEMMED EDGE AT SIDE AND TOP
- EXTEND SADDLE UP FACE OF PARAPET TO BE WEATHERLAPPED BY EXISTING METAL WALL PANELS OR EXISTING COUNTER FLASHING - WET-SET HEMMED EDGES INTO SILICONE SEALANT AND SECURE TO WALL w/ FASTENERS AT 4" O.C.

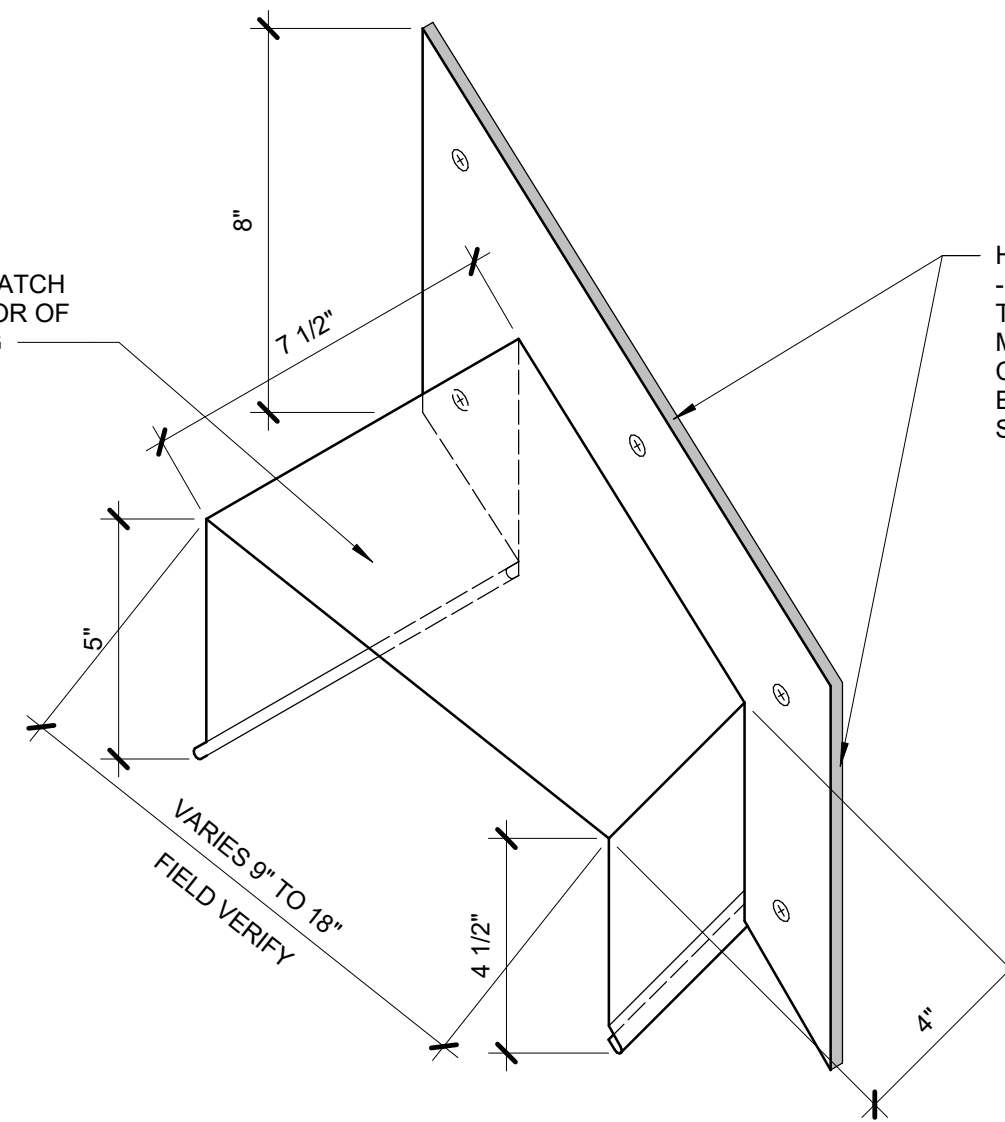
SADDLE FLASHING
- FABRICATE TO MATCH PROFILE AND COLOR OF ADJACENT COPING



4 SADDLE FLASHING
R206 3" = 1'-0"

SADDLE FLASHING
- FABRICATE TO MATCH PROFILE AND COLOR OF ADJACENT COPING

HEMMED EDGE AT SIDE AND TOP
- EXTEND SADDLE UP FACE OF PARAPET TO BE WEATHERLAPPED BY EXISTING METAL WALL PANELS OR EXISTING COUNTER FLASHING - WET-SET HEMMED EDGES INTO SILICONE SEALANT AND SECURE TO WALL w/ FASTENERS AT 4" O.C.



5 SADDLE FLASHING
R206 3" = 1'-0"

GENERAL STRUCTURAL NOTES:

CODE REQUIREMENTS:

CONFORM TO THE 2021 INTERNATIONAL BUILDING CODE AS AMENDED BY 2022 OSSC, REFERENCED HEREAFTER AS IBC.

DESIGN CRITERIA:

DESIGN WAS BASED ON THE STRENGTH AND DEFLECTION CRITERIA OF THE IBC. IN ADDITION TO THE DEAD LOADS, THE FOLLOWING LOADS WERE USED FOR DESIGN:

GROUND SNOW LOAD Pg: 11 PSF
FLAT-ROOF SNOW LOAD Pf: 25 PSF
SNOW EXPOSURE FACTOR Ce: 1.0
SNOW IMPORTANCE FACTOR Ic: 1.2
THERMAL FACTOR Ct: 1.0

BASIC WIND SPEED (3-SEC GUST, ULTIMATE): 110 MPH
WIND IMPORTANCE FACTOR iw:1.0
BUILDING CATEGORY: IV
WIND EXPOSURE: B

SEISMIC IMPORTANCE FACTOR Ie: 1.25
SITE CLASS: D (DEFAULT)
SDS = 0.642
SEISMIC DESIGN CATEGORY: IV

EXISTING CONDITIONS:

THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES FROM CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO THE START OF THE WORK.

TEMPORARY CONDITIONS:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR STRUCTURAL STABILITY OF THE NEW AND EXISTING STRUCTURES AND WALLS DURING CONSTRUCTION. THE STRUCTURE SHOWN ON THE DRAWINGS HAS BEEN DESIGNED FOR STABILITY UNDER THE FINAL CONFIGURATION ONLY.

METALS:

ALL MISCELLANEOUS STEEL: ASTM A36 (Fy=36,000 PSI), OR AS NOTED ASTM A572 (Fy=50 KSI).
ALL STEEL TO HAVE SHOP COAT.
ALL STEEL EXPOSED TO WEATHER SHALL BE HOT DIP GALVANIZED (G90 MINIMUM) PER ASTM 123 FOR STRUCTURAL STEEL AND ASTM 153 FOR BOLTS AND HARDWARE. FABRICATION OF STEEL THAT IS TO BE HOT DIP GALVANIZED SHALL ALSO MEET ASTM A385. REPAIR OF DAMAGED GALVANIZED COATING SHALL BE MADE WITH PRODUCTS MEETING ASTM A780 AND AS A MINIMUM SHALL BE 50% GREATER IN THICKNESS THAN THE SURROUNDING GALVANIZING.

DESIGN, FABRICATION, AND ERECTION SHALL BE IN ACCORDANCE WITH THE "AISC SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS". WELDING SHALL CONFORM TO THE AWS CODES FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION AND SHALL BE 3/16" MINIMUM UNLESS OTHERWISE NOTED. WELDING SHALL BE BY AWS CERTIFIED WELDERS. PREQUALIFIED WELDING PROCEDURES ARE TO BE USED, UNLESS AWS QUALIFICATION IS SUBMITTED TO THE ENGINEER PRIOR TO FABRICATION.

MECHANICAL:

THE CONTRACTOR SHALL COORDINATE SEISMIC RESTRAINTS OF ELECTRICAL EQUIPMENT, MECHANICAL, PLUMBING, FIRE SPRINKLER, MACHINERY, AND ASSOCIATED PIPING WITH THE STRUCTURE. ANY CONNECTIONS TO STRUCTURE NOT CONFORMING TO SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA), OR SPECIFICALLY DETAILED ON THE MECHANICAL ENGINEER'S DRAWINGS, SHALL BE DESIGNED IN ACCORDANCE OF THESE GENERAL NOTES, BY AN ENGINEER REGISTERED IN THE STATE OF OREGON, AND SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO FABRICATION.

FLASHING AND WATERPROOFING:

ALL FLASHING AND WATERPROOFING SHALL BE PER PROFESSIONAL ROOF CONSULTANTS UNLESS NOTED OTHERWISE ON THE PLANS.

FALL PROTECTION GENERAL STRUCTURAL NOTES:

CODE REQUIREMENTS:

1. CONFORM TO THE 2021 INTERNATIONAL BUILDING CODE AS AMENDED BY 2022 OSSC.
2. CONFORM TO ANSII/ASSE Z359 AMERICAN NATIONAL STANDARD, CURRENT EDITION.

SYSTEM REQUIREMENTS:

- INDIVIDUAL ANCHORS SHALL BE USED FOR A MAXIMUM OF ONE PERSON IN FALL ARREST OR FALL RESTRAINT.
- PERSONAL FALL ARREST SYSTEMS (PFAS) SHALL BE LIMITED TO FULL BODY HARNESSES THAT LIMIT THE MAXIMUM FALL ARREST LOAD TO 900 LBS.
- ANCHORS ARE TO BE USED ONLY BY PERSONS TRAINED IN THEIR USE. LANYARDS, SAFETY HARNESSES, ATTACHMENTS, AND ALL OTHER PERSONAL SAFETY DEVICES ATTACHED TO THE ANCHOR ARE THE SOLE RESPONSIBILITY OF THE USER AND NOT TM RIPPEY CONSULTING ENGINEERS.
- ANCHORS ARE TO BE VISUALLY INSPECTED BY THE USER PRIOR TO EACH USE.
- ANCHORS ARE TO BE INSPECTED ANNUALLY BY A 'COMPETENT PERSON'.
- ANCHORS SHALL BE RE-CERTIFIED BY A 'QUALIFIED PERSON' WHEN RE-ROOFING OR RENOVATION OR AT PERIODS NOT TO EXCEED 10 YEARS.
- THE SYSTEM USER IS TO MAINTAIN A LOG BOOK OF USE AND INSPECTION.
- FALL PROTECTION SYSTEMS SERVING ROOF EDGES WITH INSUFFICIENT HEIGHT FOR FALL ARREST CLEARANCE SHALL BE CLEARLY IDENTIFIED AS 'FALL RESTRAINT' ONLY.

ANCHOR LOADS:

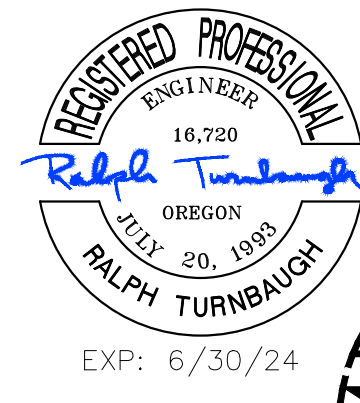
ULTIMATE ANCHOR LOAD: 5000 LB
ALLOWABLE LOAD: 310 LB (PER PERSON, COMBINED BODY WEIGHT AND TOOLS).

PRODUCTS:

- SINGLE POINT FALL ARREST ANCHORS - 'GUARDIAN CB18', OR EQUIVALENT APPROVED BY THE ENGINEER.

INSTALLATION:

- INSTALL IN ACCORDANCE WITH APPROVED DRAWINGS AND MANUFACTURER'S INSTRUCTIONS.
- CONTACT ENGINEER OF RECORD FOR STRUCTURAL OBSERVATION OF INSTALLATION PRIOR TO COVERING WITH ANY ROOFING MATERIALS.



EXP: 6/30/24

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Portland, Oregon 97225
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CONSULTING ENGINEERS



**CITY OF SPRINGFIELD
SPRINGFIELD JUSTICE CENTER
ROOF REPLACEMENT**

Sheet Title:
GENERAL STRUCTURAL NOTES AND
FALL PROTECTION STRUCTURAL
NOTES

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Date: MARCH 20, 2023

Revisions:

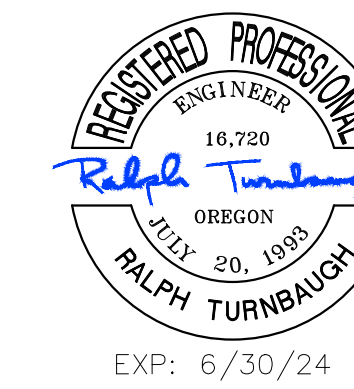
Drawn: JSC

Checked: JH

PRC No.: 22002.20

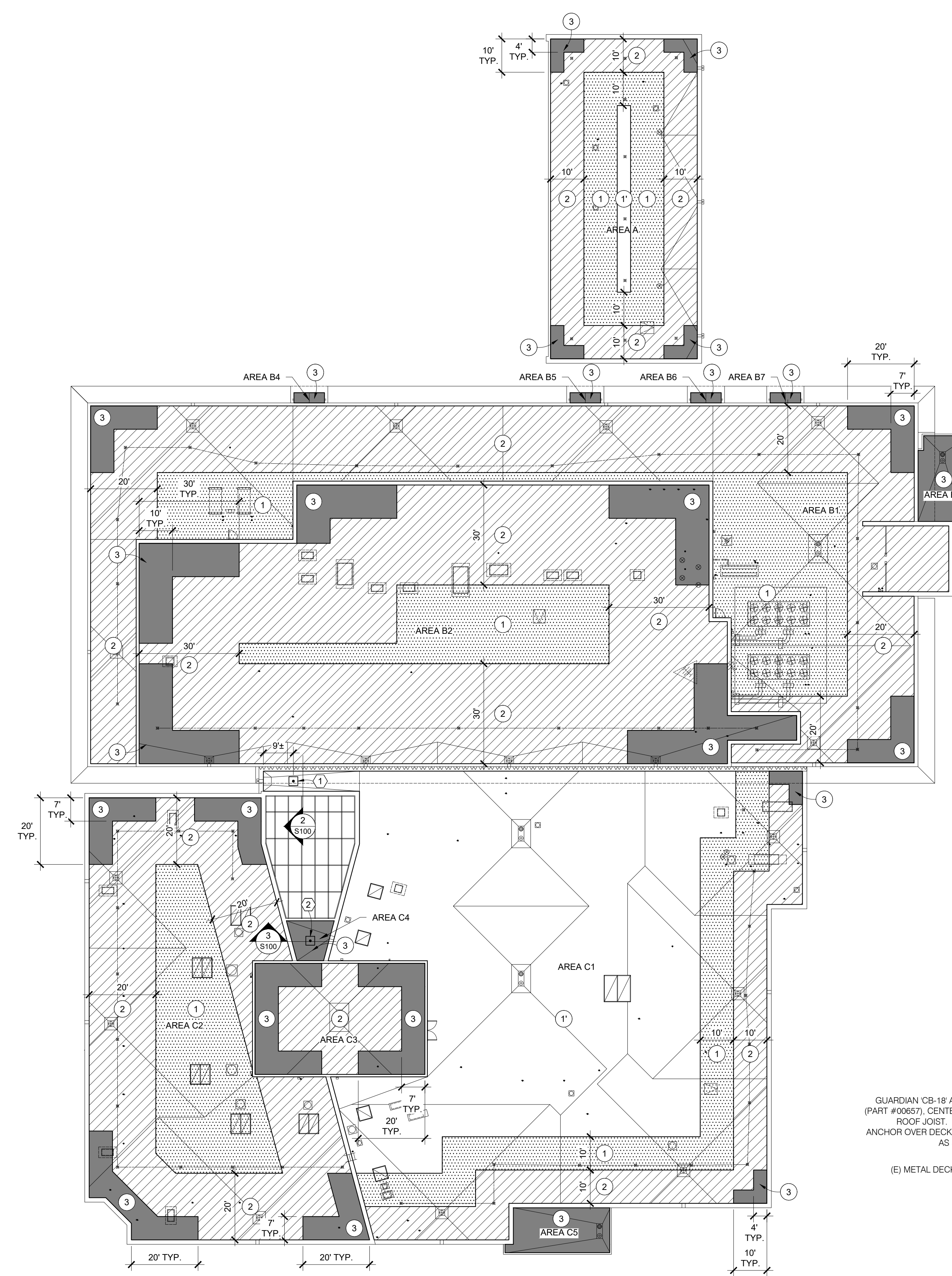
Sheet No.:

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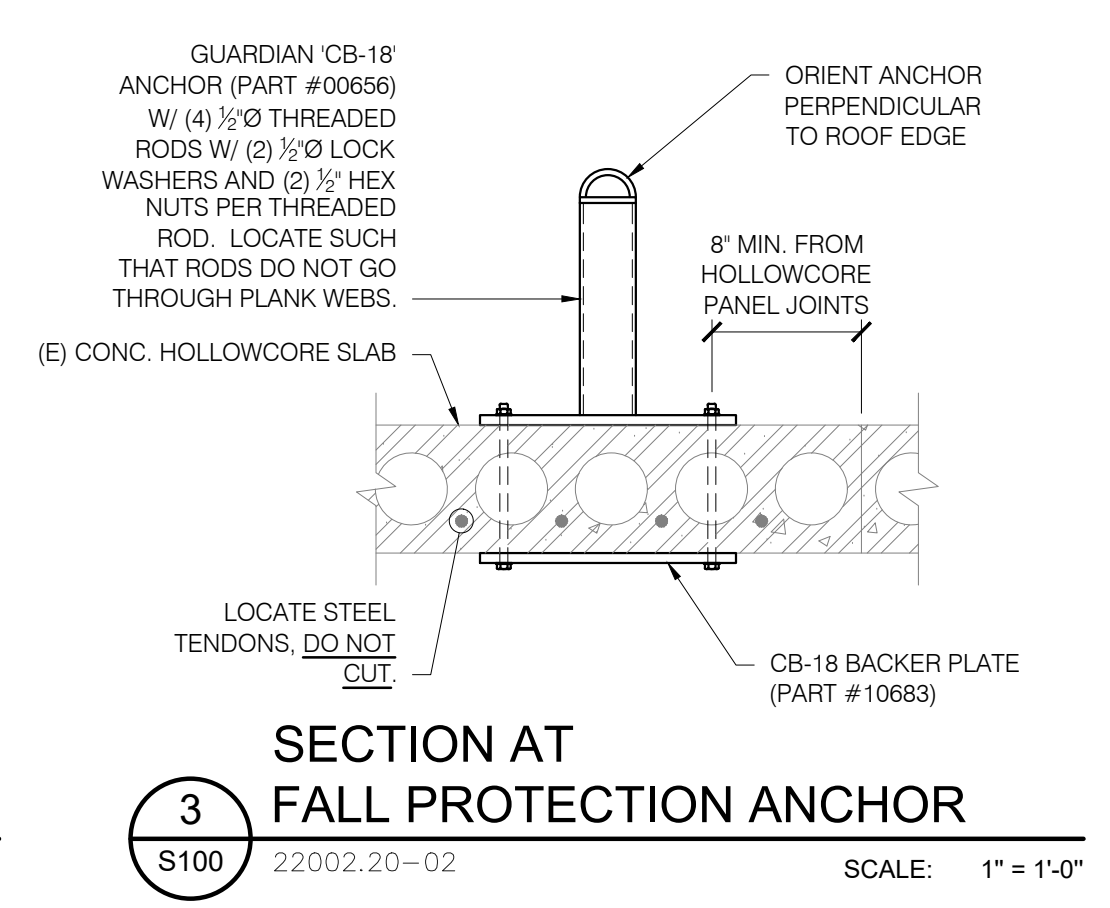
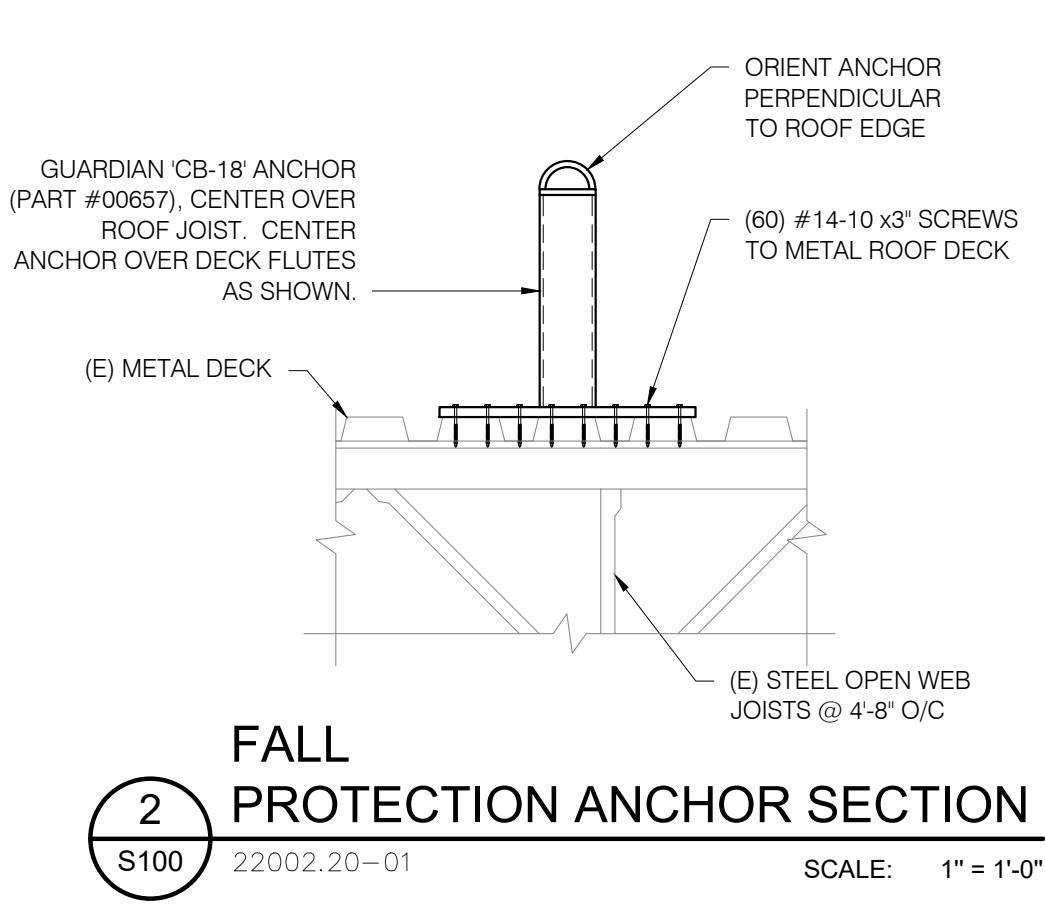
ROOF WIND UPLIFT LOADS

AREAS	ROOF WIND UPLIFT (psf)			
	ZONE 1	ZONE 2	ZONE 3	ZONE 4
B2	19.0	35.8	48.4	67.4
B1, C2, AND C3	16.9	31.9	43.1	60.0
A1, B3, B4, B5, B6, B7, C1, AND C5	13.7	26.0	35.1	48.9

- NOTES:**
- CODE: ASCE 7-16 CH. 30.
 - BASIC WIND SPEED (3-SEC. GUST) = 110 MPH
 - RISK CATEGORY: IV
 - WIND EXPOSURE: B
 - LOADS ARE AT ULTIMATE (LRFD) LEVEL. MULTIPLY VALUES BY 0.6 TO OBTAIN ALLOWABLE STRESS (ASD) LEVEL LOADS.
 - UPLIFT VALUES BASED ON TRIBUTARY AREA OF 10 SQ. FT.

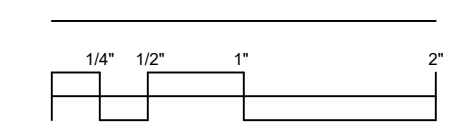
- KEYNOTES:**
- FALL PROTECTION ANCHOR PER DETAIL 2/S100.
 - FALL PROTECTION ANCHOR PER DETAIL 3/S100.

1 OVERALL ROOF PLAN
SCALE: 1" = 20'-0"
NORTH



Sheet Title:
GENERAL STRUCTURAL NOTES AND FALL PROTECTION STRUCTURAL NOTES

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PRC No.: 22002.20

Sheet No.:

S100

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BID SET

**CITY OF SPRINGFIELD JUSTICE CENTER
SPRINGFIELD JUSTICE CENTER
ROOF REPLACEMENT**

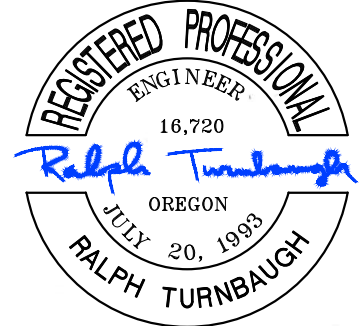


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STRUCTURAL CALCULATIONS

PROJECT: SPRINGFIELD JUSTICE CENTER
LOCATION: SPRINGFIELD, OR
CLIENT: PROFESSIONAL ROOF CONSULTANTS INC.
DATE: MARCH 17, 2023
PROJECT NUMBER: 22002.20
DESCRIPTION: WIND UPLIFT CHART FOR ROOFING ATTACHMENT AND FALL-PROTECTION ACHORAGE SUPPORTS.



EXP: 6/30/24

TABLE OF CONTENTS:

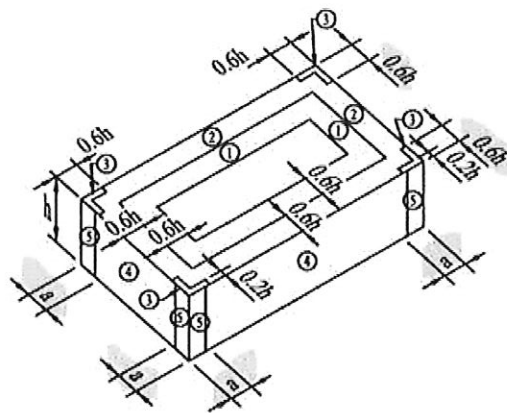
ITEM	SHEET NUMBER
WIND UPLIFT	W1 – W3
FALL PROTECTION	F1

Wind Loads - Components and Cladding - Flat Roof

Based on ASCE 7-16 CH 30.3 Part 1

V =	110	mph	Ultimate Wind Speed 3-Second Gust
Roof A _e =	10	ft ²	Roof Effective Area
Wall A _e =	10	ft ²	Wall Effective Area
h _n =	16	ft	Mean Roof Ht
	B		Exposure Category
B =	250	ft	Building Width
L =	250	ft	Building Length
K _{zt} =	1.00		Topographic Factor
K _d =	0.85		Wind Directionality Factor
K _e =	1.00		Ground Elevation Factor
GC _{pi} =	0.00		Internal Pressure Coefficient

ULT (1.0 W)	Wall (psf)		Roof (psf)			
	Zone 5	Zone 4	Zone 3	Zone 2	Zone 1	Zone 1'
Area						
10	-	-	48.9	35.1	26.0	13.7
10	21.4	16.8	-	-	-	-
10	21.4	16.8	48.9	35.1	26.0	13.7
20	19.8	16.0	44.0	32.7	24.1	13.7
50	17.6	14.9	37.6	29.5	21.6	13.7
100	16.0	14.1	32.7	27.0	19.7	13.7
200	14.4	13.3	27.8	24.6	17.8	11.4
500	12.2	12.2	21.4	21.4	15.3	8.4
1000	12.2	12.2	21.4	21.4	15.3	6.1



Flat/Hip/Gable (0° ≤ θ ≤ 7°)

a = 10ft

0.2h = 3.2ft

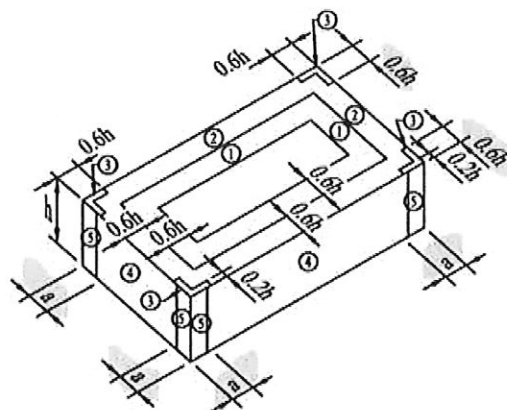
0.6h = 9.6ft

Wind Loads - Components and Cladding - Flat Roof

Based on ASCE 7-16 CH 30.3 Part 1

V =	110	mph	Ultimate Wind Speed 3-Second Gust
Roof A _e =	10	ft ²	Roof Effective Area
Wall A _e =	10	ft ²	Wall Effective Area
h _n =	32	ft	Mean Roof Ht
	B		Exposure Category
B =	250	ft	Building Width
L =	250	ft	Building Length
K _{zt} =	1.00		Topographic Factor
K _d =	0.85		Wind Directionality Factor
K _e =	1.00		Ground Elevation Factor
GC _{pi} =	0.00		Internal Pressure Coefficient

ULT (1.0 W)	Wall (psf)		Roof (psf)			
	Zone 5	Zone 4	Zone 3	Zone 2	Zone 1	Zone 1'
Area						
10	-	-	60.0	43.1	31.9	16.9
10	26.2	20.6	-	-	-	-
10	26.2	20.6	60.0	43.1	31.9	16.9
20	24.3	19.6	54.0	40.1	29.5	16.9
50	21.6	18.3	46.1	36.2	26.5	16.9
100	19.6	17.3	40.1	33.2	24.1	16.9
200	17.6	16.3	34.1	30.2	21.8	14.1
500	15.0	15.0	26.2	26.2	18.7	10.3
1000	15.0	15.0	26.2	26.2	18.7	7.5



Flat/Hip/Gable ($0^\circ \leq \Theta \leq 7^\circ$)

a = 12.8ft

0.2h = 6.4ft

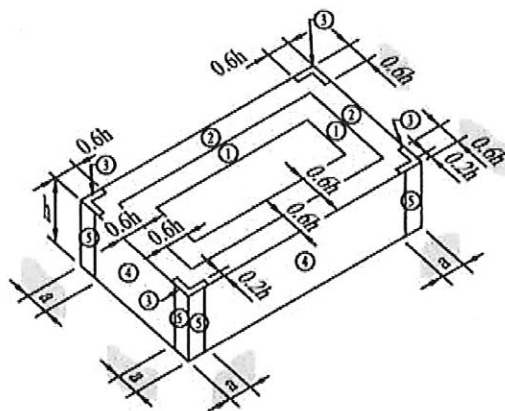
0.6h = 19.2ft

Wind Loads - Components and Cladding - Flat Roof

Based on ASCE 7-16 CH 30.3 Part 1

V =	110	mph	Ultimate Wind Speed 3-Second Gust
Roof A _e =	10	ft ²	Roof Effective Area
Wall A _e =	10	ft ²	Wall Effective Area
h _n =	48	ft	Mean Roof Ht
	B		Exposure Category
B =	250	ft	Building Width
L =	250	ft	Building Length
K _{zt} =	1.00		Topographic Factor
K _d =	0.85		Wind Directionality Factor
K _e =	1.00		Ground Elevation Factor
GC _{pi} =	0.00		Internal Pressure Coefficient

ULT (1.0 W)	Wall (psf)		Roof (psf)			
	Zone 5	Zone 4	Zone 3	Zone 2	Zone 1	Zone 1'
Area						
10	-	-	67.4	48.4	35.8	19.0
10	29.5	23.2	-	-	-	-
10	29.5	23.2	67.4	48.4	35.8	19.0
20	27.2	22.1	60.7	45.1	33.2	19.0
50	24.3	20.6	51.8	40.6	29.7	19.0
100	22.0	19.5	45.1	37.3	27.1	19.0
200	19.8	18.3	38.4	33.9	24.5	15.8
500	16.8	16.9	29.5	29.5	21.1	11.6
1000	16.9	16.9	29.5	29.5	21.1	8.4



Flat/Hip/Gable ($0^\circ \leq \theta \leq 7^\circ$)

$a = 19.2\text{ft}$

$0.2h = 9.6\text{ft}$

$0.6h = 28.8\text{ft}$

Fall Protection

2-5K3 Spanning 6'-6" @ 4'-8" o/c

$$\begin{aligned} \text{Mom Cap} &= 540 \text{ plf } (7')^2 / 8 \\ &= 3.3 \text{ K-ft} \end{aligned}$$

$$\text{Shear Cap} = 1.89 \text{ K}$$

Anchor demand

$$\begin{aligned} &3,100 \text{ lbs } (18) \text{ in} \\ &= 4.65 \text{ K-ft} / 4.67 \end{aligned}$$

$$= 1.0 \text{ K T/C}$$

$$\begin{aligned} \text{Joint dem} &= 1.0 \text{ K } (6.5 \text{ ft}) / 4 \\ &= 1.63 \text{ K-ft} < 3.3 \text{ K-ft} \checkmark \end{aligned}$$

At hollow core deck

$$\text{Cap} = 21.95 \text{ K-ft/ft}$$

$$\text{dem} = 3.1 \text{ K } (1.6) \cdot 1.54 = 7.44 \text{ K-ft} < 21.95 \text{ K-ft} \checkmark$$