



Benson High School Program Contracting Plan

**Benson Modernization
Benson High School Campus**

October 20th, 2020



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1. Overview – Project Goals

Andersen Construction (AC) outlines within this contracting plan how it intends to achieve the stated project goals of maximizing Certified sub-contractor participation and workforce through a deliberate, strategic and creative bid solicitation and award process on the Benson High School Modernization project.

Andersen/PPS Contract Requirements:

- Target business participation:
 - As pursuant to Portland Public Schools (PPS) Policy, 8.50.095-P aspirational Certified Business participation goal – 18%
- Apprenticeship Programs:
 - As pursuant to section 12, part 2 of the district’s CM/GC contract, 20% of labor hours in each apprenticeable trade shall be performed by state registered apprentices, for contracts in the amount of \$100,000 or more.
- Maximize employment opportunities for women and minorities.
- Bring the highest value possible to the Owner for each contracting opportunity.
- Engage the local community through the bidding process.
- Encourage larger subcontractors to offer opportunities to smaller subcontractors to grow their business and provide opportunities to participate on projects that are currently too large for their business to effectively manage as a stand-alone subcontractor.
- *Utilize set aside bid packages to MWESB Firms, Reference PPS 49-0690(5)(k) (Subcontractor selection in a CMGC contract)*
- *Utilize sole source/direct contracting to Certified Firms*
- *Calculate Participation based on Prime Contract requirements, with the understanding that the length of this project spans over 5 years, we will calculate percentages based on status at the time of subcontract signature.*

To Accomplish these project goals, AC will closely follow the approach laid out in this contracting plan. The entire project team will work in collaboration, employing strategies and pragmatic solutions to ensure the Benson High School Modernization creates opportunities, builds community and strives to meet the goals set forth in this plan.

2. Economic Participation

Aside from the percentage CERTIFIED participation goal on this project, Andersen Construction believes the most important goal is to help grow the **long-term capacity** of these businesses using best business practices. Achieving an aspirational percentage goal does nothing for the community if the firms working on the projects don’t have sustained growth after the completion of the project.



Our hope is that with the support of the National Association of Minority Contractors Oregon (NAMC), Professional Business Development Group (PBDG), Oregon Association of Minority Entrepreneurs (OAME), and Joint Apprenticeship Training Committee (JATC), Andersen will successfully engage the Certified community and give them meaningful opportunities on this project and many others in the future.

General Outreach

We believe that the most important outreach is building relationships. In every project we encounter, our goal is to foster old, and build new relationships with Target businesses. Andersen Construction will continuously update our comprehensive list of Target Business bidders and increase Career Learning and Contractor Workforce Equity utilizing the following means of contact:

- Andersen Construction Certified list (emails are generated for each Trade Package), Includes discussion regarding partnerships at Prebid walk-throughs to identify potential partners between Certified & Non-Certified firms.
- National Association of Minority Contractors (NAMC)
- Oregon Association of Minority Entrepreneurs (OAME)
- Professional Business Development Group (PBDG)
- Latino Built

In Addition, we will:

- Provide a Calendar of Bidding Events and Outreach Opportunities (See Appendix B—Outreach Calendar). Host and/or attend outreach events that will focus on our Contracting and Economic Participation plans. Events may be held Virtually, at the Andersen Office, NAMC, Metro, PCC's Workforce center, or a PBDG, or OAME(Refer to Appendix B—Outreach Calendar)
 - Meetings will cover project scope, bid and project schedule, workforce training requirements, and preliminary technical assistance.
 - All meetings will include key members of the project team.
 - Project staff will follow up with all meeting attendees to continue to foster relationships.
 - The Benson High School project will also be highlighted at NAMC's, OAME's, PBDG monthly membership meetings and outreach mailers to gain interest and share contracting opportunities.
 - Flyers to circulate to various industry groups and email directly to subcontractors will be prepare for each trade package.
- Advertise subcontracting work and potential Target Business opportunities in local minority newspapers such as: The Skanner, El Latino de Hoy, Asian Reporter and Portland Observer.



- Foster Non-Certified and Certified business introductions prior to bidding period to promote positive subcontracting partnerships. This can be Accomplished at pre-bid meetings and through the efforts of NAMC and PBDG and the Andersen Construction preconstruction team.
- Contact Target Businesses that perform the appropriate type of work by contacting companies with personal meetings (virtual and in person), phone, and email informing them of the pre-bid meetings and all bidding opportunities.
- Provide workshops to assist with take-off, scope understanding, and bid submissions using Building Connected.

Youth Participation Opportunities

We must find ways to encourage minority and women students to get interested in the construction industry. There is a wide array of fields and levels of employment available in the construction trades, and not enough awareness amongst this demographic.

- Prime Agreement Requirement—Career Learning Equity—of the PPS CM/GC contract, contractors whose contract is between \$100,000 and \$1,000,000 will be required to register with Oregon Connections and offer at least two career learning opportunities. Those subcontractors whose contracts are greater than \$1,000,000 will be required to offer at least four learning opportunities for PPS students.
- In addition to providing at least four career opportunities, subcontractors whose contracts are over one million dollars will also be required to register for the NW Youth Careers Expo. The NW Youth Careers Expo is another opportunity to expose high school students to the broad and diverse world of construction.
- Integrate the Benson High School Students in meaningful work that will be part of the Benson Project, potential ideas:
 - Artwork/Sculpture for exterior courtyard areas (in collaboration with Design Team)
 - Window into construction dates/times that students can listen in on meetings/work sessions to see how the design team/contracting team interact
 - Summer internship opportunities for select students.
 - Create construction site visit opportunities for students, in which lessons on building, math, and career coaching are primary topics. Investigate various opportunities in which students can be involved in all aspects of the construction process.
 - In classroom teaching opportunities



- Coordinate with ACE (Architecture, Construction, Engineering) Mentorship program to expose high school students to careers in construction.
- Work with Construction Apprenticeship & Workforce Solutions (CAWS) and its affiliate programs to enhance exposure to careers in construction. Affiliate apprenticeship programs include:
 - Evening Trades Apprenticeship Preparation (ETAP)
 - Constructing Hope Pre-Apprenticeship Program (ICCDC)
 - Oregon Tradeswomen, Inc.
 - Portland Youth Builders
 - Urban League of Portland
 - NW Carpenters Union Apprenticeship program for youth

3. Approach: Bidding Strategies

AC will utilize the following procurement methods for subcontractor bidding and award:

- A-Public Bidding
 - A.1 - Public Bidding, Low Bid
 - A.2 - Set Aside Bidding, Publicly Advertised (COBID Only Firms)
- B-Request for Proposal (RFP)-Public RFP, Best Value
- C-Sole Source/ Direct Contract (Andersen Self Perform and COBID Only Firms)
- D-Low Quote (less than \$100,000)

Refer to Appendix A – Summary of Bid Packages & Certified Participation for a summary of procurement method by bid package, provided for Benson Campus (Marshall, MPG will be developed along with estimates)

The construction schedule for Benson includes the following general timeline:

- 2019-2020, Major trade partner selection process
- 2021-2022 Demolition, structural, rough in
- 2022-2024 Renovate existing and build new structures

Since many trade partners will be selected years in advance of work, it would be impossible to require them to maintain their Certified status, while encouraging growth of their firms. Andersen's Certified status analysis will include participation by all firms at the time of preconstruction and/or subcontract signature.



A. Public Bidding – Low Bid

- **A.1 Traditional Low bid**, utilizing public bid process. All bidders must meet prequalification requirements, and include full scope of work detailed in bid package.
- **A.2 Set Aside Bidding for Certified trade contractors only**. This strategy would be the same as A.1, but only solicited to CERTIFIED Firms as defined by the Prime Agreement.*

BidPackage	Description	Valuation				Trade Package Number
		Total Package Value	MWESB Participation	Value of MWESB Participation Targeted	Remaining Value of Package (NON MWESB)	
01-15	Final Clean -Set Aside	293,494	100%	\$ 293,494	0	
05-54	Misc. Metals - New Buildings - Set Aside Package	413,892	100%	\$ 413,892	0	TP 5-50% CD
05-56	Misc. Metals - Site - Set Aside Package	466,700	100%	\$ 466,700	0	TP 5-50% CD
05-70	Railings Exterior (Building) - Set Aside Package	354,123	100%	\$ 354,123	0	TP 5-50% CD
09-40.1	Acoustic Ceilings -Lay in Only (includes all buildings except D&I)	850,000	100%	\$ 850,000	0	TP 5-50% CD
09-90	Painting & Coatings - Set Aside - Main Bldg	2,255,335	100%	\$ 2,255,335	0	TP 4-100% DD
10-15	Signage - Set Aside	-3,395	100%	\$ (3,395)	0	TP 5-50% CD
10-60	Storage Assemblies - Furnish & Install	-822	100%	\$ (822)	0	TP 5-50% CD
31-00.1	Earthwork - Set Aside for ROW	113,758	100%	\$ 113,758	0	TP 4.5-100% DD+Prog Print Oct 2020
32-80	Landscaping & Irrigation - Set Aside	375,850	100%	\$ 375,850	0	TP 5-50% CD
32-85	Pavers - Group with Landscaping	43,712	100%	\$ 43,712	0	TP 5-50% CD



B. Request for Proposal (RFP)

- **B.1 Public RFP** - It is critical to begin the process of securing certain trades not only for schedule but for design assistance, we plan to award to Mechanical, Electrical, Plumbing, and Fire Protection trades using a Request for Proposal (RFP) process that evaluates both price and qualifications of the subcontractors in a competitive environment, as allowed in PPS / CM/GC contract, paragraph 14.c.1. The RFP process will follow the scoring system as described in Appendix C—MEPF RFP Document and will also include one-on-one interviews to further vet the scope of work and qualifications. Prior to bid period Andersen Construction, with support of NAMC and other supporting organizations, will identify qualified MEPF Target businesses and Non-Certified businesses that are open to mutually beneficial partnering opportunities. We will make business introductions and help to facilitate partnering structures. Points will be given for:
 1. Approach
 2. Budget
 3. Team
 4. Certified Participation(Points scoring may vary by package, and will be reviewed with the PPS team for evaluation for competition).

*In order to achieve the project target subcontractor participation goals, a portion of the subcontracted work will be procured through a competitive bid process that specifically includes only state Certified firms for select trades. This approach allows for the project team to significantly increase the chances of subcontracting with a state Certified firm while still fostering a competitive bid environment to meet the PPS/CM/GC contract requirements. Scopes will be tailored to match the capabilities of targeted firms.

In some cases this may result in fewer than 3 bids- Andersen is working to include as many Certified firms as possible and adhere to a minimum of three bids. In the event of fewer than three bids (one or two) ONLY received, Andersen will recommend to award to the only bidder that responded to the bid advertisement.

MWESB Certification will be recognized at the time of the subcontract issuance, not the time of work installed on the project.



C. Sole Source / Non-Competitive

ASI / Andersen Construction Self Perform/Sole Source Trade Packages:

AC plans to use Section 14.e.3 “CM/GC Self-Performance or Performance by CM/GC Affiliates or Subsidiaries Without Competition” procurement strategy for the significant portions of the project outlined below.

- **General Conditions**
Andersen Construction provides this work as part of the Prime Agreement, and assumes this is not required as a self perform package.
- **General Requirements**
Andersen Construction proposes negotiating hourly labor rates to self perform general requirements. This strategy has been successful on GHS, and allows for flexibility, as many items are not “biddable” with a base scope of work, and require immediate action, and crew availability to keep a safe, clean, organized jobsite.
- **Survey, Layout, BIM Scanning**
Andersen Construction proposes negotiating hourly labor rates to self perform work required to coordinate multiple trades, and provide continuity with Preconstruction activities that generated initial data. This strategy has been successful during preconstruction, and at GHS, and allows for flexibility, as many items are not “biddable” with a base scope of work, and require immediate scheduling when areas are discovered during demolition that need confirmation of as-built field conditions.
- **Foremen Oversight**
Foremen included in Cost of Work line items to supervise and coordinate subcontractor work.
- **Shoring (labor)**
This work requires careful collaboration with the structural design team, and directly impacts the Concrete and Demolition Scope. Additionally, flexibility and revisions are often required due to unforeseen conditions that are revealed during construction. Engineered solutions/revisions using our (proposed) Structural Engineer: Rick Amodeo is a workflow that we are accustomed to managing and implementing on complex projects, like Benson. Amodeo Engineering is COBID Certified.
- **Concrete & Rough Carpentry/CLT—Structural (no site walls/exterior flatwork)**
ASI Concrete being awarded the concrete work is a primary contributing factor to maintaining schedule.

Include framing and other rough carpentry scopes of work that require careful coordination with existing building, layout, design team coordination with Architect and Structural Engineer. Streamline process



for coordination to core team players to make an effective team able to move quickly through various field issues as they arise.

- Renovation of Existing Casework/Millwork.

For more detail, please refer to letters provided under separate cover requesting this contracting method for these scopes, as required by section 14.e.3 “CM/GC Self-Performance or Performance by CM/GC Affiliates or Subsidiaries Without Competition” in the PPS / CM/GC contract.

Andersen Construction direct award to subcontractor

In order to meet PPS Aspirational Goals for Participation of Certified Business, which is a specified Contract Requirement included in the Prime Agreement (14. Subcontracts and Other Contracts. Subcontractor Selection, 4.i), Andersen is proposing to allow for direct contracting using the sole source method for several work packages. These packages are identified in Appendix A as Direct Contract (with proposed contractor name included). The overall value of these packages would ensure success to contract approximately \$11M of work. Advantages to using the sole source approach include the following:

- Provide mentorship for smaller firms in the preconstruction and estimating process to allow for scope and budget development.
- Provide backlog of work for firm that typically hard bid.
- Provide support and commitment to growing firms
- Provide preconstruction stipend to support efforts to review documents for constructability

Andersen also proposes to utilize this Contracting Plan as the written justification letter required in the Prime Agreement for PPS’s approval, no further documentation/justification will be required for final review. Direct Contract packages are provided in Appendix A, and on the following pages for reference.



BidPackage	Description	Valuation			Remaining Value of Package (NON MWESB)	Trade Package Number
		Total Package Value	MWESB Participation	Value of MWESB Participation Targeted		
06-10.GC1	Bldg D & I: Wood Framing/Rough Carpentry , Millwork - F&I, Casework, Gyp Bd, Framing, Ceilings, Lay in Cigs, Carpet/Resilient, Painting, Coatings	847,761	100%	\$ 847,761	0	TP 4-100% DD
07-60	Flashing & Sheet Metal, Incl. Metal Panels	1,744,764	100%	\$ 1,744,764	0	TP 4-100% DD
08-10	Doors, Frames, & Hardware (Inc. Exterior)	2,292,131	100%	\$ 2,292,131	0	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD
08-53	Window Prep/Protection, Public Right of Way Horiz. Site Concrete, Site Furnishings	1,058,551	100%	\$ 1,058,551	0	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD
08-60	Skylights	375,000	100%	\$ 375,000	0	TP 4-100% DD
09-23	Plaster	1,000,000	100%	\$ 1,000,000	0	TP 4-100% DD
10-25.GC2	Reinforced Polyurethane Wall Finish, Misc Specialties, Visual Display Surfaces, Toilet/Bath Specialties, Corner Guards	740,059	100%	\$ 740,059	0	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD
09-30	Tiling	400,000	100%	\$ 400,000	0	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD
09-40.2	Stretch Wall (Currently only includes SFWS-1, SAW-2, SAW-3)	560,000	100%	\$ 560,000	0	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD
09-67	Fluid-Applied Flooring (Semco)	124,659	100%	\$ 124,659	0	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD
12-20	Window Coverings	595,096	100%	\$ 595,096	0	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD
32-15	Horizontal Site Concrete	1,404,518	50%	\$ 702,259	702,259	TP 5-50% CD

Additional Breakdown for the GC Packages is provided for reference here:

Sole Source Mini GC Package 1: (Buildings D&I)

BidPackage	Description	Package Captain	Special Package?	Total Package Value
06-10.GC1	Wood Framing/Rough Carpentry	Sanada/Holstrom	Sole Source - GC Pkg 1 (Bldg D & I)	275,491
06-20.GC1	Millwork - Furnish & Install	Sanada/Storlie	Sole Source - GC Pkg 1 (Bldg D & I)	23,884
06-40.GC1	Casework - Set Aside	Sanada/Storlie	Sole Source - GC Pkg 1 (Bldg D & I)	15,505
09-20.GC1	Gyp Board, Framing, & Ceilings	Sanada/Storlie	Sole Source - GC Pkg 1 (Bldg D & I)	365,796
09-40.GC1	Lay In Acoustic Ceiling & Wall Panels	Sanada/Storlie	Sole Source - GC Pkg 1 (Bldg D & I)	39,585
09-65.GC1	Carpet & Resilient	Sanada/Storlie	Sole Source - GC Pkg 1 (Bldg D & I)	14,190
09-90.GC1	Painting & Coatings - Set Aside-Area D & I	Sanada/Storlie	Sole Source - GC Pkg 1 (Bldg D & I)	113,310



Sole Source Mini GC Package 2: Interior Specialties

BidPackage	Description	Package Captain	Special Package?	Total Package Value
09-25	Reinforced Polyurethane Wall Finish	Storlie	Sole Source - GC Pkg 2 (Specialties)-AZ Commercial	22,068
10-00.GC2	Misc. Specialties	Storlie	Sole Source - GC Pkg 2 (Specialties)-AZ Commercial	1,500
10-10	Visual Display Surfaces	TBD-TP 5	Sole Source - GC Pkg 2 (Specialties)-AZ Commercial	184,497
10-25.GC2	Toilet, Bath & Laundry Specialties	Storlie	Sole Source - GC Pkg 2 (Specialties)-AZ Commercial	473,295
10-26.GC.2	Corner Guards	Storlie	Sole Source - GC Pkg 2 (Specialties)-AZ Commercial	58,699

Sole Source Mini GC Package 3: Exterior Site Concrete at Right of Way, Site Accessories, Window Prep/Protection

BidPackage	Description	Package Captain	Special Package?	Total Package Value
08-53	Window Prep/Protection	Storlie	Sole Source - GC Pkg 3 Window Prep/Site Concrete/Furnishings-Advanced Tribal	760,817
32-15.1	Horizontal Site Concrete ROW Only	TBD-TP 5	Sole Source - GC Pkg 3 Window Prep/Site Concrete/Furnishings-Advanced Tribal	158,834
33-20.GC2	Site Furnishings	Storlie	Sole Source - GC Pkg 3 Window Prep/Site Concrete/Furnishings-Advanced Tribal	138,900



The Prime Agreement language is provided here for your reference:

- 4) When the subcontractor selection process for a particular Work package will not be “competitive” as provided for in this section, the process must meet the following requirements:
 - i. The CM/GC must prepare and submit a written justification to the District, explaining the project circumstances that support a non-competitive subcontractor selection process for a particular Work package, including, but not limited to, Emergency circumstances, the CM/GC’s need to utilize a key subcontractor member of the CM/GC’s project team consistent with the CM/GC’s project proposal, **the need to meet other specified Contract requirements**, the continuation or expansion of an existing subcontractor agreement that was awarded through a “competitive process” along with facts supporting the continuation or expansion of the subcontractor agreement, or a “sole source” justification;
 - ii. For a “sole source” selection of a subcontractor to proceed, the District must evaluate the written justification provided by the CM/GC and must find that critical project efficiencies require utilization of labor, services or materials from one subcontractor; that technical compatibility issues on the project require labor, services or materials from one subcontractor; that particular labor, services or materials are needed as part of an experimental or pilot project or as part of an experimental or pilot aspect of the project; or that other project circumstances exist to support the conclusion that the labor, services or materials are available from only one subcontractor;
 - iii. The CM/GC must provide an independent cost estimate for the Work package that will be subject to the non-competitive process, if required by the District;
 - iv. The CM/GC must fully respond to any questions or comments submitted to the CM/GC by the District; and
 - v. The District must approve the CM/GC’s use of the non-competitive subcontractor selection process prior to the CM/GC’s pursuit of the non-competitive process.

Andersen will work with PPS to develop a 3rd party estimate review during the estimating process. Andersen reserves the right to terminate an agreement if preconstruction efforts are not met.

D. Low Quote (Less than \$100,000)

AC plans to use the low quote method of procurement as listed in Section 14.c.1 of the PPS / CM/GC contract for scopes under \$100,000, including but not limited to the following: (See attached Appendix A: Summary of Bid Packages & Certified Participation)



Program Approximate Participation Levels are Estimated in the table below

(Refer to Appendix A – Benson Modernization Program Summary of Bid Packages & Certified Participation for further breakdown)

Benson Program MWESB Participation Summary Forecast

Location	Estimate Target Value	Current Forecasted Value*	Forecasted Participation Percentage*	18% Aspirational Goal Calculation	Difference	Comments
Benson High School	\$ 212,469,350	\$ 45,676,069	21%	\$ 38,244,483	\$ 7,431,586	Budget updated 8/24/20 based on VE goals, Forecasted Certified participation is calculated based on known estimate updates/budgets as of 10/20/20.
MPG Building	\$ 46,235,800	\$ 8,322,444	18%	\$ 8,322,444	\$ -	Forecast based on Meeting Minimum Goals, needs detail
Marshall Tenant Improvements	\$ 4,000,000	\$ 581,752	15%	\$ 720,000	\$ (138,248)	Updated 8/24/20
Marshall CTE Building	\$ -	\$ -		\$ -	\$ -	Deleted from scope
Total	\$ 262,705,150	\$ 54,580,265	21%	\$ 47,286,927	\$ 7,293,338	

See individual location detailed Bid Package Breakdowns for additional information



4. Project Contacts

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Erin Storlie – Preconstruction Manager – 503-572-2414 estorlie@andersen-const.com

Emily Hager – Estimator – 503-358-9262 ehager@andersen-const.com

Canaan Chatman –Business Relationships Manager – 971-413-0094 cchatman@andersen-const.com

Elizabeth Juhala - Outreach Coordinator-503-283-6172 ejuhala@andersen-const.com

Appendix A – Summary of Bid Packages & Certified Participation

Appendix B – Outreach Calendar

Appendix C – MEPF RFP Document (Sample of RFP Template)

BidPackage	Description	Contracting Method	Valuation				Trade Package Number	Subcontract Selection Method				Total By Contracting	Variance Package Value vs. Contracting
			Total Package Value	MWESB Participation-Based on Cost of Work ONLY	Value of MWESB Participation Targeted	Remaining Value of Package (NON MWESB)		A.1 - Public Bidding (Low Bid)	A.2 - Set Aside Public Bidding (COBID Firms Only Bid these Packages)	B Price/Qualifications (RFP)	C. Sole Source/Non-Competitive Strategic Partnership		
00-00	General Requirements	Sole Source - Self Perform	8,721,321	10%	\$ 872,132	7,849,189	TP 4-100% DD				8,721,321	\$ 8,721,321	\$ -
00-01	Cost of Work Support Services	Sole Source - Self Perform	1,080,824	0%	\$ -	1,080,824	TP 4-100% DD				1,080,824	\$ 1,080,824	\$ -
00-01.1	Foremen	Sole Source - Self Perform	2,734,486	0%	\$ -	2,734,486	TP 4-100% DD				2,734,486	\$ 2,734,486	\$ -
00-02	Hoisting	Sole Source - Self Perform	147,019	0%	\$ -	147,019	TP 4-100% DD				147,019	\$ 147,019	\$ -
01-15	Final Clean -Set Aside	Set Aside-MWESB BIDDING ONLY	293,494	100%	\$ 293,494	0	TP 5-50% CD		293,494			\$ 293,494	\$ -
01-50	Exterior Scaffolding	No	589,927	0%	\$ -	589,927	TP 5-50% CD	589,927				\$ 589,927	\$ -
01-55	Interior Scaffolding/Access	No	131,715	0%	\$ -	131,715	TP 5-50% CD	131,715				\$ 131,715	\$ -
02-10	Mass Abatement (Abatement at Buildings to Remove)	No	862,057	100%	\$ 862,057	0	TP 2-50% DD			\$ 862,057		\$ 862,057	\$ -
02-20	Mass Demo (Buildings to be Removed)	No	2,385,136	18%	\$ 429,324	1,955,812	TP 2-50% DD			\$ 2,385,136		\$ 2,385,136	\$ -
02-40	Selective Demo & Abatement (Buildings to Remain)	No	4,979,298	18%	\$ 896,274	4,083,024	TP 2-50% DD			\$ 4,979,298		\$ 4,979,298	\$ -
02-50	Temp Shoring-(Non Soil Nail)	No	357,200	0%	\$ -	357,200	TP 5-50% CD	357,200				\$ 357,200	\$ -
03-10	Structural Concrete, Allowances, Reinforcing Steel	Sole Source - Self Perform	15,848,599	0%	\$ 2,354,296	13,494,303	TP 4-100% DD				15,848,599	\$ 15,848,599	\$ -
03-40	Arch/Structural Precast F&I	No	-340	0%	\$ -	-340	TP 5-50% CD		-340			\$ (340)	\$ -
04-10	Facade Restoration, Terracotta Patching	No	860,814	0%	\$ -	860,814	TP 4-100% DD	860,814				\$ 860,814	\$ -
04-20	CMU & Masonry Veneer	No	1,800,000	18%	\$ 324,000	1,476,000	TP 4-100% DD	1,800,000				\$ 1,800,000	\$ -
05-20	Structural Steel, BRB;s, Joist/Mtl Decking, Stairs & Railings,-New Buildings	No	9,785,278	20%	\$ 44,094	9,741,184	TP 4-100% DD			9,785,278		\$ 9,785,278	\$ -
05-25	Structural Steel - Old Buildings	No	3,900,000	20%	\$ 780,000	3,120,000	TP 2-50% DD			3,900,000		\$ 3,900,000	\$ -
05-53	Metal Stairs & Railings & Misc. Metals - Old Buildings	No	1,081,184	18%	\$ 194,613	1,081,184				\$ 1,081,184			
05-54	Misc. Metals - New Buildings - Set Aside Package	Set Aside-MWESB BIDDING ONLY	413,892	100%	\$ 413,892	0	TP 5-50% CD		413,892			\$ 413,892	\$ -
05-56	Misc. Metals - Site - Set Aside Package	Set Aside-MWESB BIDDING ONLY	466,700	100%	\$ 466,700	0	TP 5-50% CD		466,700			\$ 466,700	\$ -
05-70	Railings Exterior (Building) - Set Aside Package	Set Aside-MWESB BIDDING ONLY	354,123	100%	\$ 354,123	0	TP 5-50% CD		354,123			\$ 354,123	\$ -
06-10	Wood Framing/Rough Carpentry	Sole Source - Self Perform	907,494	0%	\$ -	907,494	TP 4-100% DD				907,494	\$ 907,494	\$ -
06-10.GC1	Bldg D & I: Wood Framing/Rough Carpentry , Millwork - F&I, Casework, Gyp Bd, Framing, Ceilings, Lay in Cigs, Carpet/Resilient, Painting, Coatings	Direct Contract	847,761	100%	\$ 847,761	0	TP 4-100% DD				847,761	\$ 847,761	\$ -
06-20	Millwork - Furnish & Install	No	811,015	18%	\$ 145,983	665,032	TP 5-50% CD	811,015				\$ 811,015	\$ -
06-25	Woodwork Restoration	Sole Source - Self Perform	427,560	18%	\$ 76,961	350,599	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD				427,560	\$ 427,560	\$ -
06-40	Casework	No	1,007,339	18%	\$ 181,321	826,018	TP 5-50% CD		1,007,339			\$ 1,007,339	\$ -

BidPackage	Description	Contracting Method	Valuation				Trade Package Number	Subcontract Selection Method					Total By Contracting	Variance Package Value vs. Contracting
			Total Package Value	MWESB Participation-Based on Cost of Work ONLY	Value of MWESB Participation Targeted	Remaining Value of Package (NON MWESB)		A.1 - Public Bidding (Low Bid)	A.2 - Set Aside Public Bidding (COBID Firms Only Bid these Packages)	B Price/Qualifications (RFP)	C. Sole Source/Non-Competitive Strategic Partnership	D. Low Quote <\$100,000		
06-45	Countertops Only - Set Aside	No	135,372	18%	\$ 24,367	111,005	TP 5-50% CD		135,372				\$ 135,372	\$ -
07-10	Damproofing & Waterproofing	No	193,482	0%	\$ -	193,482	TP 4-100% DD	193,482					\$ 193,482	\$ -
07-20	Insulation	No	-48,429	0%	\$ -	-48,429	TP 4-100% DD	-48,429					\$ (48,429)	\$ -
07-25	WRB	No	376,447	0%	\$ -	376,447	TP 4-100% DD	376,447					\$ 376,447	\$ -
07-50	Roofing	No	3,800,000	100%	\$ 3,800,000	0	TP 4-100% DD	3,800,000					\$ 3,800,000	\$ -
07-60	Flashing & Sheet Metal, Incl. Metal Panels	Direct Contract	1,744,764	100%	\$ 1,744,764	0	TP 4-100% DD			1,744,764			\$ 1,744,764	\$ -
07-65	Terracotta Rainscreen	No	300,000	0%	\$ -	300,000	TP 4-100% DD	300,000					\$ 300,000	\$ -
07-70-GC.2	Roof Specialties & Accessories	No	22,500	0%	\$ -	22,500	TP 5-50% CD		22,500				\$ 22,500	\$ -
07-80	Fire Proofing	No	269,950	0%	\$ -	269,950	TP 4-100% DD	269,950					\$ 269,950	\$ -
07-90	Caulking & Sealants	No	133,725	0%	\$ -	133,725	TP 5-50% CD	133,725					\$ 133,725	\$ -
07-95	Expansion Joint Covers	No	431,725	0%	\$ -	431,725	TP 4-100% DD	431,725					\$ 431,725	\$ -
08-10	Doors, Frames, & Hardware (Inc. Exterior)	Direct Contract	2,292,131	100%	\$ 2,292,131	0	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD			2,292,131			\$ 2,292,131	\$ -
08-10.2	Exterior Doors & Frames Historic Refurbish	No	273,164	100%	\$ 273,164	0	TP 2-50% DD	273,164					\$ 273,164	\$ -
08-10.3	Exterior Doors - New Historic	No	173,902	100%	\$ 173,902	0	TP 2-50% DD	173,902					\$ 173,902	\$ -
08-10.4	Interior Doors - Historic Replica	No	-51,750	18%	\$ (9,315)	-42,435	TP 2-50% DD	-51,750					\$ (51,750)	\$ -
08-25	Special Doors-Operable Partitions (Marker Boards)	No	102,949	0%	\$ -	102,949	TP 5-50% CD	102,949					\$ 102,949	\$ -
08-35	Overhead & Coiling Doors	No	403,184	18%	\$ 72,573	330,611	TP 4-100% DD	403,184					\$ 403,184	\$ -
08-37	Wood Window Restoration	No	1,722,046	100%	\$ 1,722,046	0	TP 2-50% DD	1,722,046					\$ 1,722,046	\$ -
08-38	Steel Window Restoration	No	635,197	100%	\$ 635,197	0	TP 2-50% DD	635,197					\$ 635,197	\$ -
08-45	Fiberglass Window System - Furnish Only	No	1,443,076	0%	\$ -	1,443,076	TP 4-100% DD	1,443,076					\$ 1,443,076	\$ -
08-46	Curtainwall	No	320,000	0%	\$ -	320,000	TP 4-100% DD	320,000					\$ 320,000	\$ -
08-52	Fiberglass Window Systems - Install	No	810,221	0%	\$ -	810,221	TP 4-100% DD	810,221					\$ 810,221	\$ -
08-53	Window Prep/Protection, Public Right of Way Horiz. Site Concrete, Site Furnishings	Direct Contract	1,058,551	100%	\$ 1,058,551	0	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD			1,058,551			\$ 1,058,551	\$ -
08-60	Skylights	Direct Contract	375,000	100%	\$ 375,000	0	TP 4-100% DD			375,000			\$ 375,000	\$ -
08-70	Auto Door Operators	No	16,800	0%	\$ -	16,800	TP 5-50% CD	16,800					\$ 16,800	\$ -
09-20	Gyp Board, Framing, Ceiling & Wall Panels- NON Tbar Ceilings	No	14,000,000	25%	\$ 3,500,000	10,500,000	TP 4-100% DD		14,000,000				\$ 14,000,000	\$ -
09-23	Plaster	Direct Contract	1,000,000	100%	\$ 1,000,000	0	TP 4-100% DD			1,000,000			\$ 1,000,000	\$ -
10-25.GC2	Reinforced Polyurethane Wall Finish, Misc Specialties, Visual Display Surfaces, Toilet/Bath Specialties, Corner Guards	Direct Contract	740,059	100%	\$ 740,059	0	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD			740,059			\$ 740,059	\$ -
09-30	Tiling	Direct Contract	400,000	100%	\$ 400,000	0	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD			400,000			\$ 400,000	\$ -
09-40.1	Acoustic Ceilings -Lay in Only (includes all buildings except D&I)	Set Aside-MWESB BIDDING ONLY	850,000	100%	\$ 850,000	0	TP 4-100% DD		850,000				\$ 850,000	\$ -
09-40.2	Stretch Wall (Currently only includes SFWS-1, SAW-2, SAW-3)	Direct Contract	560,000	100%	\$ 560,000	0	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD			560,000			\$ 560,000	\$ -

BidPackage	Description	Contracting Method	Valuation				Trade Package Number	Subcontract Selection Method				Total By Contracting	Variance Package Value vs. Contracting	
			Total Package Value	MWESB Participation-Based on Cost of Work ONLY	Value of MWESB Participation Targeted	Remaining Value of Package (NON MWESB)		A.1 - Public Bidding (Low Bid)	A.2 - Set Aside Public Bidding (COBID Firms Only Bid these Packages)	B Price/Qualifications (RFP)	C. Sole Source/Non-Competitive Strategic Partnership			D. Low Quote <\$100,000
09-60	Concrete Floor Finishes	No	1,370,102	0%	\$ -	1,370,102	TP 5-50% CD	1,370,102				\$ 1,370,102	\$ -	
09-64	Wood Flooring	No	323,129	0%	\$ -	323,129	TP 5-50% CD	323,129				\$ 323,129	\$ -	
09-65	Carpet & Resilient	No	1,349,327	18%	\$ 242,879	1,106,448	TP 5-50% CD	1,349,327				\$ 1,349,327	\$ -	
09-67	Fluid-Applied Flooring (Semco)	Direct Contract	124,659	100%	\$ 124,659	0	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD				\$ 124,659	\$ 124,659	\$ -	
09-90	Painting & Coatings - Set Aside - Main Bldg	Set Aside-MWESB BIDDING ONLY	2,255,335	100%	\$ 2,255,335	0	TP 5-50% CD		2,255,335			\$ 2,255,335	\$ -	
10-15	Signage - Set Aside	Set Aside-MWESB BIDDING ONLY	-3,395	100%	\$ (3,395)	0	TP 5-50% CD		-3,395			\$ (3,395)	\$ -	
10-50	Lockers - Furnish & Install	No	490,340	0%	\$ -	490,340	TP 5-50% CD	490,340				\$ 490,340	\$ -	
10-60	Storage Assemblies - Furnish & Install	Set Aside-MWESB BIDDING ONLY	-822	100%	\$ (822)	0	TP 5-50% CD		-822			\$ (822)	\$ -	
11-10	Loading Dock Equipment	No	0	0%	\$ -	0	TP 5-50% CD	0				\$ -	\$ -	
11-30	Residential Appliances	No	2,000	0%	\$ -	2,000	TP 5-50% CD	2,000				\$ 2,000	\$ -	
11-40	Food Service Equipment	No	775,585	0%	\$ -	775,585	TP 4-100% DD	775,585				\$ 775,585	\$ -	
11-55	Lab Equipment	No	232,732	0%	\$ -	232,732	TP 4-100% DD			\$ -		\$ -	\$ 232,732	
11-61	Theater & Stage Equipment	No	1,100,000	0%	\$ -	1,100,000	TP 5-50% CD	1,100,000				\$ 1,100,000	\$ -	
11-66	Athletic Equipment	No	513,880	0%	\$ 18	513,862	TP 5-50% CD	513,880				\$ 513,880	\$ -	
11-70	Healthcare Equipment	No	66,907	0%	\$ -	66,907	TP 5-50% CD				66,907	\$ 66,907	\$ -	
11-80	Solid Waste Handling Equipment	No	35,000	0%	\$ -	35,000	TP 5-50% CD				35,000	\$ 35,000	\$ -	
11-85	Fall Protection	No	40,000	0%	\$ -	40,000	TP 5-50% CD				40,000	\$ 40,000	\$ -	
12-20	Window Coverings	Direct Contract	595,096	100%	\$ 595,096	0	TP 5-50% CD, With Early Award for Sole Source TP 4-100% DD				\$ 595,096	\$ 595,096	\$ -	
12-52	Auditorium Seating	No	0	0%	\$ -	0	TP 5-50% CD					\$ -	\$ -	
14-20	Elevators	No	650,000	0%	\$ -	650,000	TP 4-100% DD	650,000				\$ 650,000	\$ -	
21-00	Fire Sprinkler	No	1,774,402	18%	\$ 319,392	1,455,010	TP 1-100% SD		1,774,402			\$ 1,774,402	\$ -	
23-00	Plumbing, HVAC, Controls	No	26,556,182	25%	\$ 6,639,046	19,917,137	TP 1-100% SD			26,556,182		\$ 26,556,182	\$ -	
26-00	Electrical & Low Voltage Complete	No	24,696,094	18%	\$ 4,445,297	20,250,797	TP 1-100% SD			24,696,094		\$ 24,696,094	\$ -	
31-00	Earthwork	No	5,636,704	18%	\$ 1,014,607	4,622,097	TP 4.5-100% DD+Prog Print Oct 2020			5,636,704		\$ 5,636,704	\$ -	
31-00.1	Earthwork - Set Aside for ROW	Set Aside-MWESB BIDDING ONLY	113,758	100%	\$ 113,758	0	TP 4.5-100% DD+Prog Print Oct 2020		113,758			\$ 113,758	\$ -	
31-40	Permanent Shoring (Soil Nail Wall at Bldg B)	No	169,516	0%	\$ -	169,516	TP-3-Shoring Package Only	169,516				\$ 169,516	\$ -	
32-00	Asphalt Paving	No	99,214	0%	\$ -	99,214	TP 5-50% CD	99,214				\$ 99,214	\$ -	
32-15	Horizontal Site Concrete	Direct Contract	1,404,518	50%	\$ 702,259	702,259	TP 5-50% CD			\$ 702,259		\$ 702,259	\$ 702,259	
32-25	Fences & Gates	No	153,710	0%	\$ -	153,710	TP 5-50% CD	153,710				\$ 153,710	\$ -	
32-30	Retaining Walls	No	589,142	10%	\$ 58,914	530,228	TP 5-50% CD	589,142				\$ 589,142	\$ -	
32-80	Landscaping & Irrigation - Set Aside	Set Aside-MWESB BIDDING ONLY	375,850	100%	\$ 375,850	0	TP 5-50% CD		375,850			\$ 375,850	\$ -	
32-85	Pavers - Group with Landscaping	Set Aside-MWESB BIDDING ONLY	43,712	100%	\$ 43,712	0	TP 5-50% CD		43,712			\$ 43,712	\$ -	
33-10	Striping	No	1,140	0%	\$ -	1,140	TP 5-50% CD				1,140	\$ 1,140	\$ -	
	Total Cost of Work Trade Packages		166,811,779	27%	\$ 45,676,069	121,330,324		23,441,965		95,656,335	40,307,583	143,047	\$ 164,795,604	\$ 2,016,175

AUGUST 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					Andersen internal Check in for Trade package 4 documents	1
2	3	4	Prebid preview to subs (Flyer, 75% DD ??)	5	6	7
9	Andersen internal review/finalize bid package 4 documents	10	11	12	13	14
16	17	18	19	20	21	22
23	Teachers return to Benson	24	25	26	27	Trade Package 4 review w/ PPS
30	100% DD's Issued by Design Team	31			Send Draft Bid Package 4 to PPS	28
						29

SEPTEMBER 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Issue Trade Package 4 for sub bidding	2 NAMC Meeting	3	4 Bidder Assistance - Study Hall	5
		10 Day Bid Advertising				
		Subcontractor Bidding				
6	7 Labor Day	8	9 Non- Mandatory Zoom Meeting Bid Document w/ Bidders	10 Non- Mandatory Pre-Bid Walk Thru	11 OAME Meeting	12
10 Day Bid Advertising					Bidder Assistance - Study Hall	
		Subcontractor Bidding				
13	14 Final Questions due from Bidders	15	16 Bid Addendum, incorporate PPS Comments if needed	17	18 Bidder Assistance - Study Hall	19
	Subcontractor Bidding		PBDG Meeting			
20	21	22	23	24	25 Trade Package 4 Bids Due	26
	Subcontractor Bidding					
27	28	29	30			
	Bid Analysis					

OCTOBER 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
				TP 4 Bid Analysis		
4	5	6	7	8	9	10
	TP 4 Bid Analysis					
11	12 Columbus Day	13	14	15	16	17
	TP 4 Bid Analysis					
18	19	20	21	22	23	24
	Estimate Reconciliation & VE					
	TP 4 Bid Analysis					
25	26	27	28 Recommendation for Award to PPS. Including Precon CR for TP4 subs	29	30	31 Halloween
	Estimate Reconciliation & VE					

NOVEMBER 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
Continuation of VE						
8	9	10	11 Veterans Day	12	13	14
Continuation of VE						
15	16 100% DD Reconciliation and VE Complete	17	18 PPS Notification to Andersen for Award Approvals.	19 Notify Subs of intent to award	20 Issue Subcontracts/Execute	21
22	23 PPS Estimate Approval	24	25	26 Thanksgiving Day	27	28
Issue Subcontracts/Execute						
29	30					

DECEMBER 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25 Christmas	26
27	28	29	30	31		

JANUARY 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1 New Year's Day	
3	4	5	6	7	8	
10	11 50% CD's Issued by Design Team	12	13	14	15	
10 Day Bid Advertising						
17	18 M L King Day	19	20	21	22	
10 Day Bid Advertising						
24	25	26	27	28	29	
31						

FEBRUARY 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	
7	8 Trade Package 5 Bids Due	9	10	11	12	
14 Valentine's Day	15 Presidents' Day	16	17	18	19	
21	22	23	24	25	26	
28						

MARCH 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	
7	8	9	10	11	12	
	50% CD Cost Estimate Issued	PPS / Andersen Draft & Approve Early Work Package: notice to Proceed for Demo/Abatement/Mob & Other early work (4 Weeks)				
	Estimate Reconciliation & VE					
14	15	16	17	18	19	
	PPS / Andersen Draft & Approve Early Work Package: notice to Proceed for Demo/Abatement/Mob & Other early work (4 Weeks)					
	Estimate Reconciliation & VE					
21	22	23	24	25	26	
	PPS / Andersen Draft & Approve Early Work Package: notice to Proceed for Demo/Abatement/Mob & Other early work (4 Weeks)					
	Estimate Reconciliation & VE					
28	29	30	31			
	PPS / Andersen Draft & Approve Early Work Package: notice to Proceed for Demo/Abatement/Mob & Other early work (4 Weeks)					
	Estimate Reconciliation & VE					

APRIL 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2 Good Friday	
4 Easter Sunday	5	6	7	8	9	
	PPS Estimate Approval Process- for GMP					
11	12	13	14	15	16	
	PPS Estimate Approval Process- for GMP					
18	19	20	21	22	23	
	GMP Contract Amendment Document Prep Process (4 Weeks)					
25	26	27	28	29	30	
	GMP Contract Amendment Document Prep Process (4 Weeks)					

MAY 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
2	3	4	5	6	7	
	GMP Contract Amendment Document Prep Process (4 Weeks)					
9 Mother's Day	10	11	12	13	14	
	GMP Contract Amendment Document Prep Process (4 Weeks)					
16	17	18	19	20	21	
	PPS Internal Ebuilder Approval Process of GMP Amendment					
	1st Round Permit Comments Issued (18W)					
23	24	25	26	27	28	
	PPS Internal Ebuilder Approval Process of GMP Amendment					
30	31 Memorial Day					

JUNE 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	
		1	2	3	4		
	PPS Internal Ebuilder Approval Process of GMP Amendment						
					Last Day of School		
6	7	8	9	10	11		
	PPS Move Out Process (8 W)						
	PPS Issues Notice to Proceed						
13	14	15	16	17	18		
	PPS Move Out Process (8 W)						
20	21	22	23	24	25		
Father's Day	PPS Move Out Process (8 W)						
27	28	29	30				
	PPS Move Out Process (8 W)						

JULY 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	
4 Independence Day	5 Independence Day Holiday PPS Move Out Process (8 W)	6	7	8	9	
11	12 PPS Move Out Process (8 W)	13	14	15	16	
18	19 PPS Move Out Process (8 W)	20	21	22	23	
25	26 PPS Move Out Process (8 W)	27	28	29	30	

AUGUST 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	
8	9	10	11	12	13	
15	16	17	18	19	20	
22	23	24	25	26	27	
29	30	31				

SEPTEMBER 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	
5	6 Labor Day	7	8	9	10	
12	13	14	15	16	17	
19	20	21	22	23	24	
26	27	28	29	30		

OCTOBER 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	
3	4	5	6	7	8	
10	11 Columbus Day	12	13	14	15	
17	18	19	20	21	22	
24	25	26	27	28	29	
31 Halloween						

NOVEMBER 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	
7	8	9	10	11 Veterans Day	12	
14	15	16	17	18	19	
21	22	23	24	25 Thanksgiving Day	26	
28	29	30				

DECEMBER 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	
5	6	7	8	9	10	
12	13	14	15	16	17	
19	20	21	22	23	24	25 Christmas
26	27	28	29	30	31	



September 6, 2019

REQUEST FOR PROPOSALS
Benson High School Modernization
Trade Package 1—MEP/FP

TABLE OF CONTENTS

1. Request for Proposals & Instructions
2. Estimating Forms including the following:
 - 02.1 – Budget Breakdown Diagram
 - 02.2 – Budget Breakdown Forms (Bid Form on Building Connected)
 - 02.3 – Cost Inclusion Matrix
 - 02.4 – Preconstruction Services Estimate Form (to be issued with Addendum #1)
 - 02.5 – OCIP Credit Calculation Worksheet
3. Scope of Work – See Building Connected Bid Form (Acts as Subcontract Exhibit #1-Scope Clarifications upon Award. Preconstruction scope to be issued with Addendum #1)
 - 03.1 – Building Connected Bid Form (includes scope of work)
 - 03.2 – Temp Services Information for Scopes
4. Document Listing (Acts as Subcontract Exhibit #3 upon Award):
 - Bassetti Architects 100% SD Package:
 - 100% Schematic Design Drawings dated 8/19/19
 - 100% Schematic Design Booklet dated 8/19/19
 - 100% Schematic Design Appendix dated 8/19/19
 - Deviations from PPS Standards dated 8/19/19
 - PPS Standards:
 - Site Specific Educational Specification 12/11/18-For Reference
 - PPS Design Standards 5/7/19-(Use this to complete the Bassetti document information, since specifications are not included with 100% SD, do not deviate from PPS Design Standards in estimating)
 - Record Drawings-Primarily Structural, Reorganized/Sheets renamed by KPFF for clarity
 - Reports: The following Environmental, Historical, and Diligence Reports are provided for information.
 - 1.0-BHS-PBS-20190906 Revised Haz Mat Survey Report
 - 1.0-BHS-PSI-ENV-20170123-Phase I ESA Benson Polytechnic High School
 - 1.0-BHS-PSI-ENV-20171012- Automotive Bldg - Phase II ESA
 - 1.0-BHE-Subgrade Conditions Map (Tanks) and Scope of Work_190710 Update
 - 2.0-BHS-20171016 Rhino One-Geotech Report
 - 2.0-BHS-20190122 Rhino One- Geotech Report-Addl Borings
 - 3.0-Bassetti-20170612_BPHS Pre-Diligence Report
 - 3.0-Bassetti-20171031_BPHS Artifacts Assessment
 - 4.0-Historic- 20090602Entrix Historic Site Form
 - Revit Model (for reference only)
5. Schedule (Acts as Subcontract Exhibit #4 upon Award)
 - A. Project Design & Preconstruction Schedule Dated August, 2019
 - B. Construction Schedule Dated 8/5/19
6. Subcontractor Prequalification Requirements
7. Subcontractor Agreement Form and Applicable Subcontract Exhibits:
 - Exhibit 1—Scope Clarifications (see item 3 above)
 - Exhibit 2A—Terms & Conditions for Subcontracts
 - Exhibit 3—List of Contract Documents (see item 4 above)
 - Exhibit 4—Project Schedule (see item 5 above)
 - Exhibit 5—Site Specific Work Regulations
 - 5.1 – BHS PPS/Andersen Prime Agreement (redacted). The entire contract is attached to the Subcontract as per Prime Agreement flow down language

requirements. Select Exhibits are attached as part of the subcontract to implement various programs/enrollment, listed below.

- 5.2 – Career Learning Requirements
 - 5.3 – Contractor Workforce Training & Hiring Program
 - 5.4 – Insurance Requirements - PPS OCIP Guidebook & Enrollment Forms - Sample
 - 5.5 – Insurance Requirements - PPS Non-OCIP - Sample
 - 5.6 – BIM Execution Plan (To be issued with Addendum #1)
 - 5.7 – BOLI Wage Rates July 2019, for Reference Only (January 2020 rates to be used on project. Will be provided when released.)
-
- Exhibit 6—Site Logistics Plan
 - Exhibit 7—Cost Definition for GMP Subcontracts
 - Exhibit 8—Design Build Requirements
 - Exhibit 9—BIM Execution Plan, (see item 5.6 above)
 - Exhibit 10—Minimum Insurance Requirements – Non-OCIP work (\$10M or more)
 - Exhibit 10—Minimum Insurance Requirements – Non-OCIP work (under \$10M)
 - Exhibit A—Safety Handbook 2018
 - Exhibit B—Anti-Harassment Policy 2018
 - Exhibit C—Safety Disciplinary Policy
 - Exhibit D—Accounting Procedures



Request for Proposals
Benson High School Modernization
Trade Package 1- MEP/FP Request for Proposal
September 6th, 2019

Reference: **Benson High School Modernization
Portland, Oregon**

Subject: **Trade Package 1 – MEP / FP Request for Proposals**

Due Date: **Thursday October 3rd, 2019 @ 2:00 PM**

Andersen Construction is seeking proposals from qualified trade partners for the Benson Highschool (BHS) Modernization project, for the scopes of work as listed in the table below.

Andersen will use the request for proposals (RFP) competitive procurement process to select and enter into a contract with the successful trade partner. Please refer to table below for contract type and contract phasing for the various scopes of work.

Contracts will initially include Preconstruction Phase Services only. There are provisions for adding Construction Phase Services through acceptance of a Guaranteed Maximum Price by contract amendment. This would occur at approximately 50% CD documents.

Andersen Construction will evaluate each proposer's capabilities with respect to the evaluation criteria set forth in the RFP Documents. To more fully understand the finalists' relative qualifications, the selection committee will select finalists to be interviewed by the selection committee. Trade partner final scoring will be cumulative of the RFP, peer scoring, and interview.

This RFP does not commit Andersen Construction to enter into any agreement, to pay any expenses incurred in preparation or delivery of any response to this request, or to procure or contract for any supplies, goods, or services. Andersen Construction reserves the right to accept or reject any or all proposals not in compliance with the RFP or if it is in the public interest to do so.

I. PROJECT SCOPE, BUDGET, SCHEDULE:

The Benson Highschool (BHS) modernization is a comprehensive retrofit of the existing BHS facility including 212,084 GSF of renovation and 175,680 GSF of new construction for a total of 387,764 GSF of total scope. The campus includes 10 buildings all of which are 2-3 stories and some of which are a part of the historic register and will have special provisions related to respect for their historic fabric. The campus includes a variety of program spaces including an auditorium, two gymnasiums, a variety of classroom types and administrative functions and a library. The campus also includes Career Technical Education (CTE) teaching environments for disciplines like woodworking, metalsmithing, forging, construction, and automotive among others. Mechanical space is distributed throughout the campus and the majority of the main mechanical equipment is located in basements or rooftops.

The overall estimated Construction Budget is \$225 million.

Project is scheduled to break ground in June of 2021 with an estimated completion date of July of 2024.



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Please refer to Andersen Construction's Front End Documents for a detailed project schedule, along with a detailed listing of scope requirements for the overall project and for each bid package.

II. SCOPE OF REQUEST FOR PROPOSALS:

The general description of work for this Request for Proposals is as follows (reference Andersen Construction Front End Documents for detailed scope information):

Bid Package #	Scope of Work	Contract Type
21-00	Fire Protection (Design Build)	GMP Preconstruction + GMP Construction
22-00	Plumbing (Design Assist)	GMP Preconstruction + GMP Construction
23-00	HVAC & Controls (Design Assist)	GMP Preconstruction + GMP Construction
26-00	Electrical & Low Voltage Systems (Design Assist) Photo Voltaic (Design Build)	GMP Preconstruction + GMP Construction

III. SCOPE OF PRECONSTRUCTION SERVICES FOR DESIGN ASSIST:

Andersen Construction is bringing MEP & FP trade partners on board early in design to build a collaborative working team and to fully incorporate your experience and expertise in a Design Assist capacity for the project. The Preconstruction phase of the project will last approximately 18 months from the date the contract will be executed. **Although costing is a component of the selection, selection will be based on the highest perceived value the trade partners will bring to the project and project team in the 9 categories listed below.**

Trade partners are expected to co-locate with the BHS team during pre-construction-refer to scope of work for extent of Colocation. Services will include review and estimate of progress documents at a minimum of every two weeks during preconstruction, to drive toward the established target values. The trade partner will submit a final construction cost estimate at the end of each progress set for review and approval by Andersen Construction and will work with Andersen Construction to reconcile any discrepancies and provide breakouts and supporting detail as required to do so. Full engagement of trade partner is expected to help coordinate documents, find cost savings and added value for the Owner. To this end, Trade partner will attend coordination / cost meetings approximately once per week, with additional meetings as necessary.

Trade partner is expected to maintain proposed budget throughout preconstruction. Failure to do so, or to provide detailed and accurate justification for changes may be cause for Andersen Construction to deny progression to the final GMP contract.

Review of documents shall incorporate a full review of specifications. Document review shall also include coordination of BIM, new and existing utilities, current codes, and constructability.

Reference Item 7 - Subcontract Exhibit 5.6 - BIM Execution Plan in the RFP Documents.



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PROPOSAL DOCUMENTS:

Detailed RFP instructions and scoring criteria, along with 100% SD documents and all ACCO RFP Documents are available for downloading through Building Connected, the program from which the RFP was sent.

In addition, documents will be available at many plan centers. Please notify Andersen Construction with your requests for posting at specific plan centers.

Carefully read and follow all RFP instructions detailed below. Failure to do so may result in disqualification.

Each proposal shall include all requirements of the Request for Proposals, Project Conditions, and all other Andersen Construction Front End Documents, and complete SD design documents.

Correspondence will come from Andersen Construction's invitation to bid software, Building Connected. Please be sure to unblock Building Connected from your email to ensure receipt of project notifications.

Andersen Construction will attempt to inform proposing trade partners as new documents are issued; however, it is ultimately the responsibility of the Proposing trade partner to stay informed and ensure review of all contract documents has occurred.

IV. PROPOSAL DELIVERY:

All proposals will be received through Building Connected. Bidders will be responsible for filling in all blank fields on the online bid form and submitting by prior to **2:00 PM on October 3rd, 2019**. All documents requested by the RFP shall be attached, along with any additional information you wish to submit, to your Building Connected submission. If you need help submitting your proposal through Building Connected, please contact Elizabeth Juhala at ejuhala@andersen-const.com.

To be considered, the Estimate portion of your proposal **must be submitted on the Bid Form provided on Building Connected**. The bid form breaks the scope down by the systems identified in the MEP Narrative (see 100% SD Booklet), and also by Building. This is a requirement of the Owner, but for accounting purposes only. Additional scope clarifications may be made on your letterhead as an attachment to the required form.



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V. RFP SELECTION TIMELINE:

September 9th, 2019	RFP Advertisement issued
September 11th, 2019	Mandatory Pre-Proposal Meeting
September 16th, 2019	Release of Addendum # 1 (as needed)
September 20th, 2019	Final questions due to Andersen Construction
September 25th, 2019	Release of Addendum # 2 (as needed)
October 3rd, 2019	RFP Responses due
October 16th, 2019	Interviews Day 1-Mechanical/Plumbing
October 17th, 2019	Interviews Day 2-Electrical (and add'l Mech if needed)
October 18th, 2019	Interviews Day 3- Fire Protection (and Elec con't if needed)
October 25th, 2019	Andersen Recommendations to PPS for Review
November 1st, 2019	PPS Notification to Andersen for Award Approvals
November 4th, 2019	Andersen Notification to Subcontractors of Intent to Award

VI. CONTRACTING STRATEGY:

See table above for proposed contract type for each trade package, and refer to Andersen Sample subcontract and supporting exhibits that will be substantially similar for this project. For those proposers ultimately entering into a GMP contract, the initial scope of the contract will be limited to Preconstruction Services as detailed in Section III above. The trade partner will submit a final construction cost estimate at the end of each phase for review and approval by Andersen Construction and will work with Andersen Construction to reconcile any discrepancies and provide breakouts and supporting detail as required to do so.

Acceptance or rejection of the final construction documents phase (50% CD / GMP) construction cost estimate will constitute completion of Preconstruction Phase Services. If Construction Phase Services are added to the contract through authorization of early work or acceptance of a GMP, an amendment to the contract will be executed. If Andersen Construction chooses not to continue the GMP contract beyond the completion of Preconstruction Services, the trade partner's compensation will be limited to the Preconstruction Services maximum not-to-exceed fee stated in the Contract.

VII. QUESTIONS:

Please direct your scope questions in writing via email to the following, or through Building Connected:

Erin Storlie, Preconstruction Manager – estorlie@andersen-const.com
Emily Hager, Regional Estimating Manager, Oregon – ehager@andersen-const.com

At no time shall a proposing trade partner contact the owner, architect, consultants, or sub-consultants directly.



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VIII. SELECTION CRITERIA & SCORING:

Please limit your RFP response to a maximum of 10 pages. Cover pages, dividers, estimate, and team resumes do not count in the page count.

Item #	Item Description	Point Value
0.	<p>Prerequisites</p> <ul style="list-style-type: none"> • Andersen Prequalification • Bonding Capacity (10 Million) • Specialized Experience (5 projects of similar size/complexity/scope) • Experience in working for large public entities • Availability 	0
1.	<p>GMP Budget Estimate</p> <ul style="list-style-type: none"> • Provide a budget based on the current 100% SD set of documents/narrative. Due to PPS cost tracking requirements, budget must be broken down by building. See Budget Breakdown Diagrams, and Bid Form on Building Connected prior to starting estimating. Clarifications, Assumptions, and any other information can be submitted on your letterhead and attached to the Budget Breakdown Form, within Building Connected. • Provide a list of items and associated costs you included in your estimate, but that are not shown on documents. • Provide cost of payment and performance bond where indicated on the budget breakdown form. • Provide credit for OCIP (General Liability insurance) • Include all taxes, Including Oregon Corporate Activities Tax <p><i>Forecast Labor to represent cost at time of execution, including all BOLI wage rates. This should be included in all line items in the Bid Form.</i></p> <p><i>Material costs should represent today's cost. The bid form requires a separate line item for your recommended escalation cost for MATERIALS to get to the time of project execution. All costs for escalation are to be included in budget estimate.</i></p> <p><i>This section will be scored based upon a deviation from the median cost proposed by the field of proposers to encourage complete and thoughtful budgeting with less than construction documents. Labor rates will be reviewed and negotiated prior to the execution of the agreement.</i></p>	10



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	<p>Example Outcome with 5 proposers: <i>Proposed costs construction services: \$3M, \$3.2M, \$3.5M, \$3.75M, and \$4M.</i></p> <p><i>Median Cost: \$3.5M</i> <i>Point Distribution based on 10 points available:</i> <i>\$3.00M – 8.6</i> <i>\$3.20M – 9.1</i> <i>\$3.50M – 10.0</i> <i>\$3.75M – 9.3</i> <i>\$4.00M – 8.6</i></p>	
2.	<p>Stated Cost for Preconstruction Services (GMP Dollar Amount) <i>List the not-to-exceed amount required to complete preconstruction services as detailed in section Preconstruction Scope of Work.</i></p> <p><i>This section will be scored based upon a deviation from the median cost proposed by the field of proposers to reward a thoughtful and complete response.</i></p> <p>Example Outcome with 5 proposers: <i>Proposed costs for Preconstruction Services: \$45,000, \$50,000, \$60,000, \$62,000, and \$77,000</i></p> <p><i>Median Cost: \$60,000</i> <i>Point Distribution based on 5 points available:</i> <i>\$45,000 – 3.8</i> <i>\$50,000 – 4.2</i> <i>\$60,000 – 5.0</i> <i>\$62,000 – 4.8</i> <i>\$77,000 – 3.6</i></p>	5
3.	<p>Stated Cost for Preconstruction BIM Services (GMP Dollar Amount) <i>List the GMP, not-to-exceed amount required to complete BIM from 100% SD to 50% CD/GMP.</i></p> <p><i>This section will be scored based upon a deviation from the median cost proposed by the field of proposers.</i></p> <p>Example Outcome with 5 proposers: <i>Proposed costs for BIM services: \$45,000, \$50,000, \$60,000, \$62,000, and \$77,000</i> <i>Median Cost: \$60,000</i> <i>Point Distribution based on 5 points available:</i> <i>\$45,000 – 3.8</i> <i>\$50,000 – 4.2</i> <i>\$60,000 – 5.0</i> <i>\$62,000 – 4.8</i></p>	5



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	\$77,000 – 3.6	
4.	<p>Stated Overhead and Profit for Construction Services (Percentage of Direct Cost of Work) <i>List the overhead and profit required to complete construction services as a percentage of the direct cost of work (see budget breakdown form). Preconstruction and BIM services are not part of the Direct Cost of Work. Refer to Cost Inclusion Matrix.</i></p> <p><i>The firm with the most competitive fee will be awarded the maximum number of points available. Other proposers will receive a score that is calculated by dividing the most competitive fee by their fee and multiplying the result by the total score available.</i></p> <p>Example Outcome with 5 proposers: <i>Point Distribution based on 10 points available:</i></p> <p>2.25% - 10 points 2.45% - 9.2 points 2.50% - 9.0 points 2.60% - 8.7 points 3.00% - 7.5 points</p>	10
5.	<p>Team <i>Provide resumes for the following team members, and list 3 projects demonstrating his/her expertise. Provide each person's current work load. Also highlight which members have worked together on each project.</i></p> <ul style="list-style-type: none"> • <i>Preconstruction Manager (if different than Project Manager or Estimator)</i> • <i>Estimator (if different than Preconstruction Manager and Project Manager)</i> • <i>BIM Manager</i> • <i>Project Manager</i> • <i>Onsite Superintendent</i> • <i>Corporate Safety Officer</i> <p><i>If you are moved to the interview round, this section will be sent to the other potential trade partners for peer scoring.</i></p>	15
6.	<p>Project Approach</p> <ul style="list-style-type: none"> • <i>Discuss your team's experience with collaborative projects, or projects with robust preconstruction services.</i> • <i>Discuss your team's approach to BIM coordination after 50% CD (GMP).</i> • <i>Discuss your team's experience with Last Planner and Pull Planning and if you would recommend it for this project.</i> • <i>List your best creative ideas that you would love to implement on this project.</i> 	30



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	<ul style="list-style-type: none"> • Discuss your team’s experience on projects with existing buildings/historic elements. • Discuss your team’s commitment to safety. • Talk about ways your company has dealt with the challenge of tight site and difficult logistics. This should include material and equipment procurement to ensure products are ordered on time, arrive at the appropriate time. • Discuss specific opportunities for off-site fabrication and the potential for MWESB participation in that process. • Discuss your approach to quality control and deficiency tracking. 	
7.	<p>Estimating and Target Value Design Approach</p> <ul style="list-style-type: none"> • Discuss your experience managing the preconstruction process on budget-challenged projects and target value design. How do you help establish and maintain a competitive budget to ensure Owner has cost certainty and gets the best value from the design/assist award process? • Discuss your approach to cost control during construction to minimize change orders and re-work. • Provide a list of four projects that were successful: <ol style="list-style-type: none"> 1. List your firm’s Original Proposal or GMP budget estimate and contingencies for your firm’s scope of work. 2. List point in design when GMP was established and associated contract amount. 3. List the Final Construction Cost after all change orders were settled. 	10
8.	<p>MWESB / Business and Workforce Equity Approach Project is subject to PPS Career Learning Requirements, Contractor Workforce Equity, and MWESB participation goal.</p> <ul style="list-style-type: none"> • Provide documentation of state certification to receive maximum points. • Discuss your project specific plan for achieving a minimum of 25% MWESB participation. • Discuss your project specific plan for achieving workforce equity requirements. • Demonstrate your success on at least 3 projects achieving MWESB participation and workforce equity. State project, goal, and actual for each. • Provide a list of 3 references where MWESB actual participation exceeded 20%. List project name, General Contractor or Client name and contact information. • Provide a list of items (if any), within the Andersen Construction Subcontract, or other scoping documents that may be unnecessarily driving cost or creating unnecessary obstacles for MWESB firms. 	10



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9.	<p><i>BIM Experience / Approach</i></p> <ul style="list-style-type: none"> • <i>Discuss your project specific approach to BIM for the BHS project. See Andersen Construction Subcontract Exhibit 5.6– BIM Execution Plan. If your firm does not currently have experience with BIM, please discuss how your team will perform this task.</i> • <i>Provide examples of lessons learned on other projects.</i> 	5
	TOTAL POINTS AVAILABLE:	100

Andersen Construction GENERAL RFP PROCESS / REQUIREMENTS

1. Receipt and Opening of Proposals

Proposals for bid packages will be received by Andersen at the time, location, and manner indicated above. No Proposals will be received after the date and time set forth in the Proposal Solicitation. There will not be a public opening of proposals.

2. Bid Bond Requirements

A Bid Bond is not required.

3. Performance and Payment Bonds

A 100% Performance and Labor and Material Payment Bond may be required at the Owner and General Contractor’s discretion. The proposed bonding company shall be acceptable to Andersen and the bonds must be submitted on the forms attached to the subcontract form. Provide cost for bond on Estimate Breakout Form.

4. Withdrawal or Revision of Proposals

Any Proposal may be withdrawn or revised in writing prior to the scheduled time for public Proposal opening. After opening, no Proposal may be withdrawn for sixty (60) calendar days.

5. Award of Contract

The competency and responsibility of Proposers and of their proposed trade partners will be considered in making the award. Owner and Andersen Construction are not obligated to accept the lowest or any other Proposals. Owner reserves the right to reject the Proposal of any Proposer who has previously failed to perform properly and to complete on-time contracts of a similar nature, who is not able to perform the contract, who has habitually and without cause neglected the payment of bills or otherwise disregarded their obligation to the trade partners, material suppliers, or employees. In determining the lowest responsible Proposer, Owner and Andersen will also consider whether the Proposer (a) has current and approved prequalification form on file with Andersen, (b) is able to meet all applicable OSHA regulations for applicable state, (c) maintains a permanent place of business, (d) has adequate equipment and manpower to do the work properly and expeditiously, (e) has suitable financial status to meet all obligations incident to the work, (f) has appropriate technical knowledge, and (g) is able to comply with the completion date.



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Andersen and the Owner reserve the right to reject any or all Proposals not in compliance with all prescribed Proposal procedures and requirements and other applicable laws, and Andersen and the Owner may reject for good cause any or all Proposals upon Andersen and/or the Owner finding that it is in its best interest to do so. Andersen and the Owner may waive any informality in the Proposal process.

6. Examination of Contract Documents

Before submitting a Proposal, Proposers should 1) carefully examine the Contract Documents, 2) attend the Pre-Proposal meeting at the time and date indicated in the above, 3) review Andersen's project conditions and scoping documents 4) fully inform themselves as to all existing conditions and limitations, including those of labor, progress of work to date, if any, and shall include in the Proposal a sum sufficient to cover the cost of all items contemplated by the Contract Documents. No consideration will be granted for all alleged misunderstanding of the material, article or piece of equipment to be furnished or work to be done, it being understood that the tender of a Proposal carries with it the agreement to all items and conditions referred to herein or indicated in the Contract Documents.

Trade partner must acknowledge that they will sign the standard Andersen Subcontract unmodified or unaltered. Failure to acknowledge will disqualify trade partner at Andersen discretion.

7. Interpretations, Discrepancies and Omissions

If Proposer is in doubt as to the true meaning of any part of the Contract Documents, he shall submit a written request to Andersen for interpretation. Proposer submitting request is responsible for its prompt and actual delivery. Neither Andersen nor the Architect/Engineer is responsible for any explanations or interpretations of such documents, which anyone presumes to make, other than by Addendum, or written response.

8. Addenda

All Addenda issued during the time of Proposing shall become a part of the Contract Documents and receipt thereof shall be listed in the Proposals.

9. Prequalification Process

Subcontracts will be awarded **only** to firms that have obtained "Pre-Qualified" status with Andersen Accounting, Operations, and Safety Departments. If a current and approved Pre-Qualification Form for subcontracting firm is not on file with Andersen already, one must be submitted within 48 hours of Proposal submission. If trade partner fails to submit a Pre-Qualification Form within the required time period, Andersen reserves the right to proceed to the next qualified Proposer for award. The Pre-Qualification requirements are included in RFP Document 6-Subcontractor Prequal (Using Compass).

16. Licensing & Bonding

All Proposers submitting a Proposal must be licensed and bonded and have all applicable endorsements as required by the applicable state's contractor's board or the Proposal will not be received or considered. A Proposal from an unregistered Proposer will be rejected as unresponsive.



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A Proposer shall file with the applicable jurisdiction, a public works bond with a corporate surety authorized to do business in the State of Oregon in the amount required by the Oregon Construction Contractor's Board prior to the date of award.

End of Document

Benson High School

546 NE 12th Ave, Portland OR, 97232

[View Site in Google Maps](#)

Building Periods

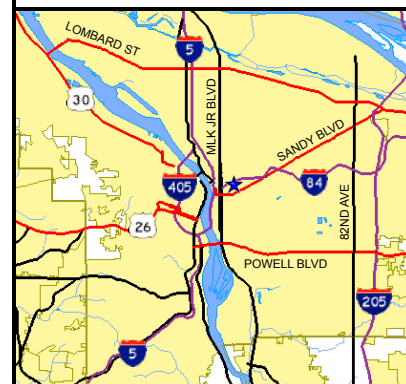
1. Main Building (115A), 1916
2. North Shop Wing (115C), 1917
3. South Shop Wing (115D), 1918
4. Old Gymnasium (115E), 1925
5. Auditorium (115F), 1930
6. Aeronautics/ Automotive Shops (115G), 1953
7. Library Science Addition (115A), 1953
8. New Gymnasium (115H), 1964
9. New Library Addition (115J), 1991
10. KPBS (115K), 1992



Construction of Benson High School Industrial Arts Building from scaffolding of first unit, looking northeast, 1917.



2009 photograph of the front (west) elevation of the Benson High School.



Historical Significance and Building Integrity

- Contributing High Significance
- Contributing Moderate Signif.
- Non-Contributing

EXISTING SITE PLAN



	Demo of 1916 Boiler House & 1953 Science Wing (Safe-Off Only)
	Demo of 1918 South Shop Wing (Safe-Off Only)
	Demo of 1953 Automotive Building (Safe-Off Only)



NEW SITE PLAN

NE IRVING ST



503 Dixon Street
Portland, Oregon 97227
T (503) 916 3778

bassetti
architects

721 NW 9th Ave, Suite 350
Portland, Oregon 97209
T (503) 224 9162 F (206) 340 9519

CIVIL ENGINEER

BHE Group
940 Wilamette St., Suite 310
Eugene, OR 97401
1.541.686.8417

LANDSCAPE ARCHITECT

Mayer/Reed
319 SW Washington #820
Portland, OR 97204
1.503.223.5553

STRUCTURAL ENGINEER

KPFF
111 SW Fifth Ave., Suite 2500
Portland, OR 97204
1.503.794.4526

MECHANICAL ENGINEER

PAE Engineering
622 SW 5th Ave., Suite 1500
Portland, OR 97204
1.503.596.8619

ELECTRICAL ENGINEER

Reyes Engineering
321 NE Couch St., Suite 403
Portland, OR 97232
1.503.771-1888

LIGHTING CONSULTANT

Q-LLC Lighting Design
5631 N. Albina Ave.
Portland, OR 97217
1.503.341-7882

FOOD SERVICE CONSULTANT

JBK Consulting and Design, Inc.
6217 NE Cherry Drive
Hillsboro, OR 97124
1.503.686.8958

AUDIO VISUAL CONSULTANT

Greenbusch Group
1900 W. Nickerson St., Suite 201
Seattle, WA 98119
1.206.378.0569

THEATER CONSULTANT

PLA Designs
5285 NE Elm Young Pkwy
Suite B500
Hillsboro, OR 97124
1.503.432.2168

HISTORIC PRESERVATION

Architectural Resources Group
720 SW Washington Street, Suite 300
Portland, OR 97205
1.971.256.5254

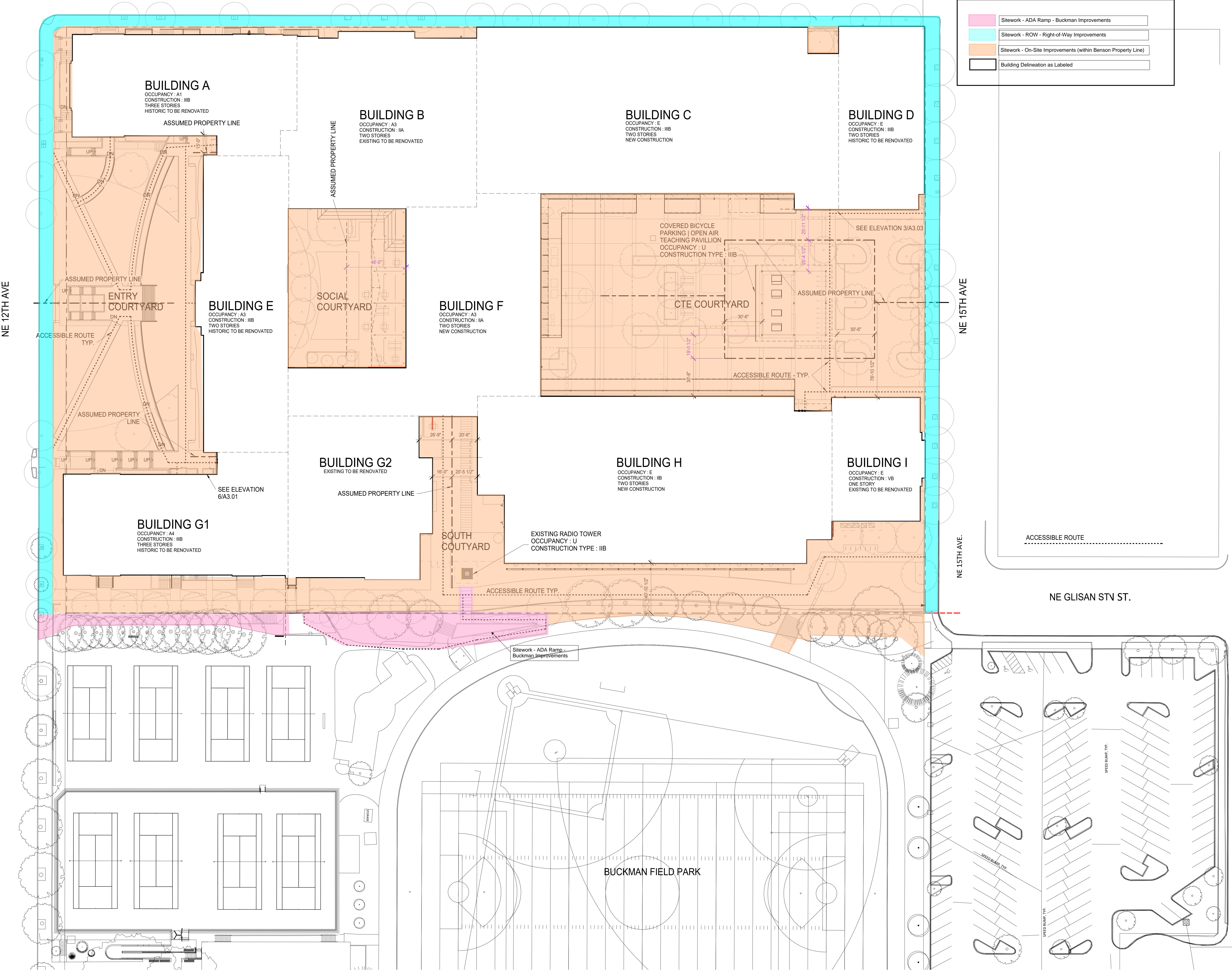
HAZMAT CONSULTANT

PBS Engineering and Environmental
4412 SW Corbett Ave
Portland, OR 97239
1.503.249.3968

ENERGY/ENVIRONMENTAL

Lenss Consulting
7205 SE 18th Ave
Portland, OR 97202
1.503.467.1239

	Sitework - ADA Ramp - Buckman Improvements
	Sitework - ROW - Right-of-Way Improvements
	Sitework - On-Site Improvements (within Benson Property Line)
	Building Delineation as Labeled



8/16/2019 4:30:29 PM

SITE PLAN
1" = 30'-0"

100% SCHEMATIC DESIGN

Portland Public Schools
**BENSON
POLYTECHNIC
HIGH SCHOOL
MODERNIZATION**

546 NE 12th Ave, Portland, OR 97232

JOB NO: 16995
ISSUE DATE: 08/19/2019
Jurisdiction Stamp Area

**ARCHITECTURAL
SITE PLAN**

G1.01

AOR-1907: Benson High School - Trade Package 1

Portland, OR, United States of America

Bid package created on Sep 5, 2019 at 2:03 PDT

Andersen Construction Company

6712 N Cutter Cir, Portland, OR 97217, USA

Elliott Bourgeois | Assistant Estimator | (503) 283-6712 | ebourgeois@andersen-const.com



LINE ITEMS

Description	Quantity	Unit Cost	Total Cost
DEMO OF 1916 BOILER HOUSE & 1953 SCIENCE WING:			
* Safe-off at Structures to be Demolished			\$ <input type="text"/>
* Safe-off for Interior Demo at Structures to Remain			\$ <input type="text"/>
* Trade Permits			\$ <input type="text"/>
* Design Fees			\$ <input type="text"/>
* General Conditions (See Cost Inclusions Matrix Tab)			\$ <input type="text"/>
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)			\$ <input type="text"/>
* Overhead & Profit			\$ <input type="text"/>
* Add Performance and Payment Bond			\$ <input type="text"/>
DEMO OF 1918 SOUTH SHOP WING:			
* Safe-off at Structures to be Demolished			\$ <input type="text"/>
* Safe-off for Interior Demo at Structures to Remain			\$ <input type="text"/>
* Trade Permits			\$ <input type="text"/>
* Design Fees			\$ <input type="text"/>
* General Conditions (See Cost Inclusions Matrix Tab)			\$ <input type="text"/>
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)			\$ <input type="text"/>

SUBMIT ONLINE

AOR-1907: Benson High School - Trade Package 1

Portland, OR, United States of America

* Overhead & Profit	\$
* Add Performance and Payment Bond	\$
DEMO OF 1953 AUTOMOTIVE BUILDING:	
* Safe-off at Structures to be Demolishes	\$
* Safe-off for Interior Demo at Structures to Remain	\$
* Trade Permits	\$
* Design Fees	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$
BUILDING A - 1930 AUDITORIUM BUILDING:	
* D4010 West Systems	\$
* D4010 Dry Systems	\$
* Trenching & Backfill	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Trade Permits	\$
* Design Fees	\$
* General Conditions	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$

AOR-1907: Benson High School - Trade Package 1

Portland, OR, United States of America

* Add Performance and Payment Bond

BUILDING B - 1991 LIBRARY BUILDING:

* D4010 Wet Systems

* D4010 Dry Systems

* Trenching and Backfill

* Seismic Bracing

* Firestopping

* Insulation

* Trade Permits

* Design Fees

* General Conditions

* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)

* Overhead & Profit

* Add Performance and Payment Bond

BUILDING C - NEW NORTH WING W/ SALVAGED 1917 HISTORIC WALL:

* D4010 Wet Systems

* D4010 Dry Systems

* Trenching and Backfill

* Seismic Bracing

* Firestopping

* Insulation

* Trade Permits

* Design Fees

AOR-1907: Benson High School - Trade Package 1

Portland, OR, United States of America

* General Conditions	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING D - 1917 FOUNDRY BUILDING:

* D4010 Wet Systems	\$
* D4010 Dry Systems	\$
* Trenching and Backfill	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Trade Permits	\$
* Design Fees	\$
* General Conditions	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING E - 1916 MAIN BUILDING:

* D4010 Wet Systems	\$
* D4010 Dry Systems	\$
* Trenching and Backfill	\$
* Seismic Bracing	\$
* Firestopping	\$

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* Insulation	\$
* Trade Permits	\$
* Design Fees	\$
* General Conditions	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING F - NEW COMMONS BUILDING:

* D4010 Wet Systems	\$
* D4010 Dry Systems	\$
* Trenching and Backfill	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Trade Permits	\$
* Design Fees	\$
* General Conditions	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING G1 - 1925 AUX GYM BUILDING:

* D4010 Wet Systems	\$
* D4010 Dry Systems	\$

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* Trenching and Backfill	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Trade Permits	\$
* Design Fees	\$
* General Conditions	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING G2 - 1964 MAIN GYM BUILDING:

* D4010 Wet Systems	\$
* D4010 Dry Systems	\$
* Trenching and Backfill	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Trade Permits	\$
* Design Fees	\$
* General Conditions	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

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BUILDING H - NEW SOUTH SHOP BUILDING:

* D4010 Wet Systems	\$
* D4010 Dry Systems	\$
* Trenching and Backfill	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Trade Permits	\$
* Design Fees	\$
* General Conditions	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING I - 1992 KBPS BUILDING:

* D4010 Wet Systems	\$
* D4010 Dry Systems	\$
* Trenching and Backfill	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Trade Permits	\$
* Design Fees	\$
* General Conditions	\$

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* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

SITWORK - ADA RAMP - BUCKMAN IMPROVEMENTS:

* Trade Permits	\$
* Design Fees	\$
* General Conditions	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

SITWORK - ON SITE IMPROVEMENTS (WITHING BENSON PROPERTY LINE):

* Trade Permits	\$
* Design Fees	\$
* General Conditions	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

SITWORK - ROW - RIGHT-OF-WAY IMPROVEMENTS:

* Trade Permits	\$
* Design Fees	\$
* General Conditions	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$

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* Overhead & Profit

* Add Performance and Payment Bond

Base Bid

\$0.00

INCLUSIONS

Mark "yes" to all yes/no questions >

GENERAL ITEMS:

* The intent of this bid package is to contract with to assist with design and procurement of the scope of work described above. A limited notice to proceed for Preconstruction Services and/or design (as applies) will be issued, until the GMP contract is in place with the Owner-anticipated May/June 2021. Include breakdown on bid form for Preconstruction and/or Design (as applies) only, this amount will become both the initial contract value and the value that would be billed if project was canceled for any reason.

Yes No

* This scope of work description is intended to be indicative of the work to be performed but is not intended to describe all work necessary for a complete job. It is intended that, except as specifically provided herein, there shall be no change orders for any work or features that could be reasonably inferred to be required from the Contract Documents. If any of these instructions are contradictory to the manufacturers' recommendations or violates any code, industry standard, or good practice, it is the responsibility of the Subcontractor to bring this to the attention of the Contractor prior to starting any Scope of Work. Subcontractor is responsible to provide all design, materials, labor, supervision, tools, fasteners, adhesives, escalation and equipment necessary for a complete scope of work in strict accordance with Andersen Bid Documents, approved plans and specifications, and to bring to the Contractors attention any substantive work missing from this description.

Yes No

* Include Preconstruction Requirements as outlined on Preconstruction Service Requirements scoping, and project schedule for a general idea of project design & construction timing that is planned at this time.

Yes No

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- * RFP Estimate should include all information shown on project documents and narratives issued by Bassetti & subconsultants. Additionally, include all requirements in PPS Design Standards, unless noted on Deviations from PPS Standards dated 8/19/19. Yes No

- * Include BIM Requirements as outlined in Project Conditions, Attachment 5.6: BIM Execution Plan Yes No

- * Costs of all applicable trade permits, fees, and licenses (other than general building permit) are provided by this Subcontractor. Includes cost of plan check fees, if applicable. Yes No

- * Provide all design-build/engineered framing, seismic bracing, anchoring design, engineering & materials required to support this system, including, but not limited to beams, posts, blocking, hangers, I-joists, plywood, etc. This includes adjustment of floor joist layout for plumbing, electrical, HVAC shafts, and fire sprinkler needs. For existing building assumptions, refer to drawings marked "Record Drawings, for reference Only." If information is not defined on this set of drawings, facility is available for bidder walk-thru for some as built confirmation. Additional information may be available via select demolition depending on school schedule while occupied until June 2021, or during demolition defined in the project schedule. Include coordination of locations and special inspection of anchors. Yes No

- * Subcontractor shall provide anchors to secure equipment or piping. Cast in anchors will be utilized as needed for new work, and all anchors are to be submitted on and approved by the Structural Engineer. In slab coordination of embedded items will need to be coordinated with other MEP trades, Fireproofing Subcontractor, and Concrete Subcontractor. There will be multiple mobilizations required to install slab inserts at all new slabs being poured at the various buildings on the GHS campus. Yes No

- * Note that depending on the final design of the construction documents, seismic / expansion joints may be required at the junction of some of the structures. Contractor shall provide the required expansion and contraction joints in the system as required by code or AHJ. Yes No

- * Contractor is responsible to notify Andersen / Colas when Architectural review is required at various stages of construction as outlined in the spec. Yes No

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- * Any work in crawl space area will require special training. Refer to Project Conditions/Safety for additional information regarding confined space/potential hazardous materials (asbestos) in this area & training requirements. Include all costs for appropriate training and PPE in this scope of work. Yes No
- * Includes all necessary coordination with other trades. Every effort will be made to conceal the piping, cabling, etc. within walls or soffits to limit the amount of visible MEP items. Yes No
- * Subcontractor shall provide access panels as needed for access to this scope of work, to be installed by drywall contractor, this includes fire rated panels where required in rated assemblies. Yes No
- * Subcontractor to furnish and install any required backing, miscellaneous embedments, hangers or supports necessary for support of Subcontractors materials or equipment. Yes No
- * Includes all work required for mock-ups listed in the specifications/front end documents. Assume 1 Corridor Mock up and 1 Classroom mock up to be built in place for review/coordination (as early as feasible in the project). Yes No
- * Provide all required videotaped training of the Owner's personnel in location, function, control and emergency procedures for all fire protection systems and the preventive and periodic maintenance, and emergency repair procedures. The time and location of this training shall be at the sole discretion of the Owner. In addition, provide an approximate thirty (30) minute video of all system, maintenance and operation. Provide a sign-up sheet to the Owner / Contractor of personnel that attended training. Yes No
- * A standard warranty as provided with warranty procedures as described in the contract documents. It is specifically noted and agreed that any equipment running before the date of acceptance shall not start the warranty period. Only the receipt of the occupancy permit and substantial completion certificate(s) shall start the warranty period. Includes the Letter of Conformance when all work is complete. Certain specifications require more that 1 year warranty, provide warranties that meet or exceed requirements in specs. Yes No

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* Furnish and install all sleeves required in CMU and/or concrete. If sleeves required in the basement walls, include in your pricing for core drilling and link seal of piping through walls. Note that all link seals are to be installed from the inside face of any exterior foundation walls, so that they can be tightened up over time. Yes No

* Provide all required fire caulking / safing necessary to achieve cover approval from the appropriate inspection agencies fire sprinkler work. Include submittals for fire caulking / safing indicating the methods to be used at various sections of the structure. Fire caulking and safing to be provided in Andersen in accordance with the plans and specifications and governing authorities. Fire caulking at exposed concrete or non painted CMU wall areas shall be gray in color. Subcontractors will agree on one manufacturer to be used for the entire project by each trade. Yes No

* The Subcontractor shall provide sealant around work which passes through cored holes, sleeves, framed, or blocked-out openings, drywall, floors, roofs, exterior walls, etc., in Andersen with local codes and specification requirements. Subcontractor shall provide all caulking, fire safing, flashings, counter flashings putty pads or other materials required for sealing their own penetrations. This work shall ensure prevention from the passage of smoke, gas, and flame between wall and floors and leaking water at waterproof membranes, flashing and roofing. Fire caulking work shall be included within the rough-in schedule for each floor. Yes No

* Penetrations in slab and shear walls are allowed only within the restrictions of the Structural Engineer's design and review / approval. Yes No

* All drilling, boxing, blocking etc. required for this work is to be completed by this Subcontractor. No cutting of structural members shall be allowed without written approval from the Superintendent. The repair cost for any damage caused by unapproved alterations to any part of the structure shall be deducted from contract amount. Yes No

* Coordinate the location of all items with architectural and structural features (including trim, columns, tile, appliances, cabinets, mirrors, etc.). Any items installed that will not allow the installation of designed features will be corrected at no additional cost. Yes No

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- * Provide all required hoisting for your scope of work. Yes No
Andersen will not have a crane or forklift on site for subcontractor use. Provide unloading of own material. No long term stock piling of material on site due to limitation of space. Short term storage to be approved by Andersen supervision upon request.
- * Provide all acoustic, seismic and vibrations control as indicated in the project documents, governing authorities or as normally required for a complete system. Yes No
- * Address in your proposal the method for this scope of work/system to remain operational before & after demolition is complete. Include costs to install temporary isolation valves if necessary so that buildings and individual "sectors" can be isolated for shut off independently. Coordinate work as necessary with Demolition/Abatement contractors and/or local utility companies. It is intended to have utilities operational during the entire project construction. Some buildings may be completed before other buildings and may need temporary utility feeds. Include the following components in your proposal. Coordinate with local Fire Dept., PPS, Demo & Abatement contractors to facilitate this goal. Include new system coverage as early as possible. Include all costs to cut, cap, drain, etc. to prepare system for demolition. If your intent is to reuse any part of the existing system, please indicate which components. Include removal and salvage of items related to this system. Yes No
- * a. Main Building (Sectors A, B, E, G1, G2, D, I) Isolated from Auditorium-Sector A for some of the work Yes No
- * b. Demolition & Construction of New Sectors C, F, H Yes No
- * c. Demolition of existing Auto shop Yes No
- * d. Relocation of Fire Line (if required) by Civil Contractor Yes No
- * e. Maintaining Service with Existing/New Hydrants as pertains to your scope of work. Yes No
- * f. Maintaining Temp Power, Gas, Water, Waste as pertains to your scope of work Yes No

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* Refer to Owner Salvage Listing for all items that are required to be salvaged on this project. Perform Salvage work for same items that are included in New work to be removed, packaged, and transferred to a storage location within 25

Yes No

miles of jobsite.

* It is assumed that the scope of work for demolition and new construction for the Utility Trench(es) will be scoped with typical 5' rule for utilities by Plumbing, Waste, Fire. Assume Civil Contractor will install new utility trench and/or extensions if required. Exception: Electrical is assumed to be located in a separate utility trench (if not already indicated as direct bury) and will be completely furnished & installed (trench, conduit, wiring, etc.) by the electrical contractor if required.

Yes No

* Be responsible for the start-up and commissioning of the fire protection system. Attend weekly commissioning coordination meetings, and complete all required start-up and commissioning test forms as required by the Commissioning Agency. Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning.

Yes No

* Include all slab on grade demolition/excavation, and existing wall penetrations as needed to facilitate work included in this subcontract.

Yes No

* Escalation: refer to RFP Instructions/Budget Breakdown form for price escalation requirements.

Yes No

* Include all requirements to safely handle lead/lead content shall be included in this scope of work, and performed by this contractor. Assume all existing surfaces include lead contaminates. A separate abatement contractor will not be hired to abate lead.

Yes No

* Coordinate work, including layout for work to be performed by others regarding Asbestos abatement (must be performed by Abatement contractor).

Yes No

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- * Includes all required excavation and backfill for the plumbing underground scope of work for the remaining work on site drawings (within 5' of building) and for work under slab on grade. The slab on grade will be removed by others, trenching & piping placement is included in this scope of work, and includes layout of plumbing under slab utilities, including staking and pot-hole verifications.

Yes No
- * Provide line and grade for own work from grid lines and elevation bench marks provided by others.

Yes No
- * Include all requirements pertaining to this scope of work as indicated on LEED Score Card

Yes No
- * Price to include all welding required for your scope of work including protection of other trades work.

Yes No
- * Review scope of work below regarding temporary services to facilitate demolition and/or construction operations (trailer area and onsite requirements). Include all work, including planning, permitting, etc. for items that are temporary in nature to facilitate project. If design is required solely for temporary items, include in this scope of work.

Yes No
- * Portland Public School Standards have been provided for reference only. Include a scoping letter that states that your bid complies with every item in the PPS standards, and if not, provide a marked up version of the PPS standards explaining requested changes to match bid.

Yes No
- * It is understood that this project may exceed code minimum. If bidder would like to submit Value Engineering to provide code minimum, ONLY, specify item in spec/PPS standards and deviation that is proposed to reach code minimum ONLY.

Yes No
- * Provide all identification markers, labels, tags and related signage per the contract documents and local code/AHJ.

Yes No
- * Coordinate with electrical contractor/designers for all power requirements related to your scope of work. Any changes caused by this subcontractor which affects the scope of the electrical firm will be the responsibility of this subcontractor.

Yes No

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* Coordinate the location of all items included in your scope of work with architectural and structural features (including trim, white boards, misc. wall mounted items, etc.). Any items installed that will not allow the installation of designed features will be corrected at no extra cost, provided that these design features were apparent at the time of installation. Yes No

* Provide all testing, sterilization and certification of all systems as required by contract documents or as required by governing authorities. Yes No

* Andersen will provide egress lighting (via electrical subcontractor scope), each contractor is responsible for their own task lighting. Yes No

* Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning. Yes No

* Subcontractor shall take field measurements of tight or congested areas prior to fabrication of materials. Modifications to the Subcontractor's work due to the Subcontractor's failure to field measure these key areas will be at the Subcontractor's expense. The use of the BIM coordination plan will be used to the greatest extent possible, however, due to timing of the Existing Conditions Building Scan, and incorporation into Revit, some items may require field verification to continue design/coordination without the scan fully available/incorporated. Yes No

SPECIFIC ITEMS:

* Provide all required labor, material, equipment, wiring, and devices for the Fire Protection System as described in Bid Package 21-00 Specifications. Includes all design, drawings, and start-up for a complete, functioning system Yes No

* Subcontractor shall provide design/build services for the entire Fire Protection scope. This includes but is not limited to drawings, specifications, calculations, engineering, seismic design, material supply, installation, testing, and commissioning for a complete fire protection system. Systems to conform with current code, AHJ, and NFPA 13. Yes No

PROVIDE COMPLETE SYSTEM, INCLUDING BUT NOT LIMITED TO:

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- * Flow meters/flow switches Yes No
- * Waterflow indicators (Post Indicator Valves with FA switch) Yes No
- * Pressure switches Yes No
- * Air compressors Yes No
- * Butterfly control valves and tamper switches Yes No
- * Butterfly floor control valves with tamper switches (at wet standpipe) Yes No
- * Jockey pump and controller Yes No
- * Transfer switches Yes No
- * Dry pipe valves with trim Yes No
- * Roof manifolds with hose valves Yes No
- * Double detector check valve assembly inside the building Yes No
- * All alarm devices related to your system, including the 10 inch electric bell Yes No
- * Fire Department valve at stairs Yes No
- * Fire Department Connections and/or modifications to existing as required Yes No
- * Testing (including off-hours if required) Yes No

PROVIDE ALL PIPING, INCLUDING PIPING: _____

- * At wet system Yes No
- * At dry system (if needed) Yes No
- * Standpipes and risers Yes No
- * Provide new backflow device if required, including testing of backflow device. Yes No

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* The code requirement is for Class II standpipes at the auditorium is being appealed. Include Class II standpipes as required for the Auditorium. Class II standpipes to be supplied by the wet fire sprinkler system. Pending appeal, Class II design pressure to be provided by responding apparatus via the FDC. Coordinate location of Class II valves with Architect and Andersen/Colas. Assume no standpipes in the stairs

Yes No

since not required unless the highest occupied floor is over 30' above grade.

* Furnish and install all sprinkler heads and escutcheons. Includes semi recessed heads at all areas and head centered both ways if in a ACT. Unless noted otherwise, plan to center sprinkler heads both ways in ACT ceilings, and coordinate locations of sprinkler heads with other utilities in ceilings.

Yes No

* Provide all Material and Test reports for materials used, and including fire pump acceptance test data reports as required.

Yes No

* Subcontractor shall provide all system drainage, as required by code and per specifications, and at low point areas where large amounts of water can become trapped.

Yes No

* Includes all work related to underground supply main to five feet outside building. Coordinate with site underground contractor. Subcontractor shall also provide riser base connection piping from the outside wall to the riser on the inside of the building, including required testing of this service line in a timely manner. When connecting to existing buried piping, field verify existing conditions of pipe and pipe sizes, notify Andersen of any discrepancies. Verify with the AHJ whether existing piping needs to be flush and bag tested before connecting new piping. Perform testing as required by the AHJ, and provide Andersen / Colas with documentation of such tests. Provide any thrust blocks that may be required for underground piping to risers within the building footprint.

Yes No

* Provide all system labeling and signage required by code and AHJ.

Yes No

* Scope includes furnish and install of heat trace and/or dry system as required on sprinkler piping. Plumbing piping and mechanical piping trace by others.

Yes No

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- * All exposed piping (black steel) and fittings to be clean and free of rust and oil to receive paint. Provide adequate protection of slabs to avoid staining of work surfaces due to pipe cutting/this scope of work. Yes No

- * Provide nail plates at all locations where pipe can be damaged by screws or nails (i.e., drywallers, carpenters, etc.) and/or required by code/AHJ. Yes No

- * Provide all testing and certification of all systems as required by contract documents or by governing authorities. Includes periodic review with local fire marshal or AHJ, and coordination of flow testing for each building. Yes No

- * Work with all trades to coordinate walls and soffits locations shown to ensure all work is located within walls or chases. Pressure test all piping that is going to be concealed within soffits or walls prior to cover finishes. Yes No

- * Address in your proposal the method for fire protection at covered balconies and canopies, as well as the bridge overhangs, bike storage, etc. Yes No

GENERAL:

- * Temporary Facilities are currently under development, a general list of requirements, based on a similar project is provided below to assist with budgeting process. MEP trades will assist in developing a final temp utility plan for the project. Each trade will be required to issue a narrative and drawing to demonstrate plan development and finalization. See attached Temporary Utility Service Assumptions Matrix and plan for general information/locations. Yes No

- * In preparation of Demolition work starting Summer 2021, all trades will be requested to provide a plan for PREP work to occur during summer of 2020 to reduce the amount of time after building is vacated in summer 2021 to "make safe for demolition" activities completion. This early work will be issued as an early work authorization prior to GMP. Yes No

- * All labor, supervision, materials, tools, equipment, fasteners, and adhesives as required to furnish install a complete system as outlined in the perspective bid package in accordance with all State Codes, Local Codes, NSC standards and jurisdictional codes & requirements, and in accordance with the contract documents. Yes No

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- * Include all trade specific permits. Yes No

- * Inspect and test each service before placing temporary services in use. Arrange for required inspections and tests by governing authorities and obtain required certifications and permits for use. Inspect the power supply system from incoming gear to the spider boxes once a month. Report to Andersen and defects and results of monthly inspections. Yes No

- * Operate temporary services in a safe and efficient manner. Do not overload temporary services and facilities and do not let them interfere with the progress of work. Yes No

- * Should services of an independent engineer be required to survey existing and or temporary services, cost shall be included by contractor. Do not allow hazardous conditions to develop or persist at the site. Yes No

TEMPORARY UTILITIES:

- * Engage local utility companies to install temporary service to project or to make connections to existing service. Yes No

- * Arrange with companies, Owner, and Andersen for an acceptable time for service interruptions, where necessary, to make connections for temporary services. Yes No

- * Maintain service to Radio Station (Building I) to the greatest extent possible. Coordinate shutdowns as required. Yes No

GENERAL ACKNOWLEDGMENTS

Mark "yes" to all yes/no questions >

BUDGET SUMMARY (DIRECT COST SUBTOTAL OF EACH BUILDING FROM ABOVE):

* Demo of 1916 Boiler House & 1953 Science Wing (Safe-Off Only)	\$
* Demo of 1918 South Shop Wing (Safe-Off Only)	\$
* Demo of 1953 Automotive Building (Safe-Off Only)	\$
* Building A - 1930 Auditorium Building	\$
* Building B - 1991 Library Building	\$
* Building C - New North Wing w/ Salvaged 1917 Historic Wall	\$

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* Building D - 1917 Foundry Building	\$
* Building E - 1916 Main Building	\$
* Building F - New Commons Building	\$
* Building G1 - 1925 Aux Gym Building	\$
* Building G2 - 1964 Main Gym Building	\$
* Building H - New South Shop Building	\$
* Building I - 1992 KBPS Building	\$
* Sitework - ADA Ramp - Buckman Improvements	\$
* Sitework - On-Site Improvements (within Benson Property Line)	\$
* Sitework - ROW - Right-of-Way Improvements	\$

SUMMARY INDIRECTS:

* Overhead & Profit Total All Buildings & Site Categories	\$
* Preconstruction Total All Buildings & Site Categories	\$
* BIM - During Preconstruction (up to 50% CD) Total all Buildings & Site Categories	\$
* BIM - During Construction (after 50% CD) Total all Buildings & Site Categories	\$
* Oregon Corporate Activities Tax	\$
* OCIP Credit	\$
* Performance & Payment Bond	\$

ALL ANDERSEN RFP DOCUMENTS (SEE FILE 00 RFP TABLE OF CONTENTS FOR COMPLETE LISTING):

* 01 Request for Proposals & Instructions	<input type="radio"/> Yes <input type="radio"/> No
* 02 Estimating Forms (Use Building Connected)	<input type="radio"/> Yes <input type="radio"/> No
* 03 Scope of Work (Use Building Connected)	<input type="radio"/> Yes <input type="radio"/> No
* 04 Document Listing	<input type="radio"/> Yes <input type="radio"/> No

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- * 05 Project Schedules Yes No
- * 06 Subcontractor Prequalification Requirements Yes No
- * 07 Subcontractor Agreement Form and All Exhibits (Key Exhibits Highlighted Below, See TOC for Complete Listing) Yes No
- * 07 SC Exhibit 5 Site Specific Work Regulations Yes No
- * 07 SC Exhibit 5.1 BHS PPS/Andersen Prime Agreement Yes No
- * 07 SC Exhibit 5.2 Career Learning Requirements Yes No
- * 07 SC Exhibit 5.3 Contractor Workforce Training & Hiring Program Yes No
- * 07 SC Exhibit 5.4 Insurance Requirements - PPS OCIP Guidebook & Enrollment Forms - Sample Yes No
- * 07 SC Exhibit 5.5 Insurance Requirements - PPS Non-OCIP - Sample Yes No
- * 07 SC Exhibit 5.6 BIM Execution Plan Yes No
- * 07 SC Exhibit 5.7 BOLI Wage Rates (July 2019 Booklet for Reference Only) Yes No
- * 07 SC Exhibit 6 Site Logistics Plan Yes No
- * 07 SC Exhibit A Safety Handbook 2018 Yes No
- * 07 SC Exhibit B Anti-Harassment Policy 2018 Yes No
- * 07 SC Exhibit C Safety Disciplinary Policy Yes No

DOCUMENT LISTING (SEE TABLE OF CONTENTS FOR FULL LISTING):

- * Bassetti 100% Schematic Design Package dated August 19, 2019 Yes No
- * PPS Standards Yes No
- * Record Drawings Yes No
- * Environmental, Historical, and Diligence Reports Yes No

SUBMITTAL AND PRODUCT DELIVERY ARE IMPORTANT FACTORS IN CONTRACT AWARD; PROVIDE THE FOLLOWING SCHEDULE INFORMATION:

Submittals - list number of days required to complete

input response here

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Product Data - list number of days required to complete	<input type="text" value="input response here"/>
Shop Drawings - list number of days required to complete	<input type="text" value="input response here"/>
Material Lead Time (after approved submittals) - list number of days	<input type="text" value="input response here"/>
Date of Material / Equipment Delivery FOB jobsite	<input type="text" value="input response here"/>

BOND INFORMATION

* Provide added cost for performance and payment bond	<input type="text" value="\$"/>
---	---------------------------------

FEES AND MARKUPS

* Mark up on Own Work (Max 15% Labor, 10% Equipment, 10% Materials)	<input type="text" value=""/>	%
* Mark up on lower tier subs (Max 10% for \$0-\$5k, 5% for >\$5k)	<input type="text" value=""/>	%

LABOR RATES

Foreman Standard Time	per hour	<input type="text" value="\$"/>
Foreman Time-and-a-Half	per hour	<input type="text" value="\$"/>
Foreman Double Time	per hour	<input type="text" value="\$"/>
Journeyman Standard Time	per hour	<input type="text" value="\$"/>
Journeyman Time-and-a-Half	per hour	<input type="text" value="\$"/>
Journeyman Double Time	per hour	<input type="text" value="\$"/>
Apprentice Standard Time	per hour	<input type="text" value="\$"/>
Apprentice Time-and-a-Half	per hour	<input type="text" value="\$"/>
Apprentice Double Time	per hour	<input type="text" value="\$"/>
Other Standard Time	per hour	<input type="text" value="\$"/>

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Other Time-and-a-Half per hour \$

Other Double Time per hour \$

CERTIFICATIONS

* Is your firm a state certified Minority Business Enterprise? Yes No

* Is your firm a state certified Women-Owned Business Enterprise? Yes No

* Is your firm a state certified Emerging Small Business? Yes No

* Is your firm a state certified Disadvantaged Business Enterprise? Yes No

* Is your firm a state certified Disabled Veteran-Owned Business Enterprise? Yes No

* Is your firm union or non-union?

DISCLAIMERS AND CLARIFICATIONS

Andersen is an equal opportunity employer and strongly encourages the participation of emerging small business, women-owned, disadvantaged, disabled veterans and minority enterprises.

IN SUBMITTING THIS BID, YOUR FIRM AGREES TO THE FOLLOWING CONDITIONS:

To hold bid open for the number of days as specified in the Request for Bids and Bid Instruction

To accept the provisions of the Front End Documents and Divisions 00 and 01 specifications

To enter into and execute an unmodified Subcontract / Purchase Agreement if awarded on the basis of this bid

To accomplish the Work in accordance with the Contract Documents

To commence work under this contract immediately when directed and substantially complete the work within the durations shown on the project schedule

ATTACHMENTS

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Bid package created on Sep 5, 2019 at 2:56 PDT

Andersen Construction Company

6712 N Cutter Cir, Portland, OR 97217, USA

Elliott Bourgeois | Assistant Estimator | (503) 283-6712 | ebourgeois@andersen-const.com



LINE ITEMS

Description	Quantity	Unit Cost	Total Cost
DEMO OF 1916 BOILER HOUSE & 1953 SCIENCE WING:			
* Safe-off at Structures to be Demolished			\$ <input type="text"/>
* Safe-Off for Interior Demo at Structures to Remain			\$ <input type="text"/>
* Trade Permits			\$ <input type="text"/>
* General Conditions (See Cost Inclusions Matrix Tab)			\$ <input type="text"/>
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)			\$ <input type="text"/>
* Overhead & Profit			\$ <input type="text"/>
* Add Performance and Payment Bond			\$ <input type="text"/>
DEMO OF 1918 SOUTH SHOP WING:			
* Safe-Off at Structures to be Demolished			\$ <input type="text"/>
* Safe-Off for Interior Demo at Structures to Remain			\$ <input type="text"/>
* Trade Permits			\$ <input type="text"/>
* General Conditions (See Cost Inclusions Matrix Tab)			\$ <input type="text"/>
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)			\$ <input type="text"/>
* Overhead & Profit			\$ <input type="text"/>
* Add performance and payment bond			\$ <input type="text"/>

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DEMO OF 1953 AUTOMOTIVE BUILDING:

* Safe-Off at Structures to be Demolished	\$
* Safe-Off for Interior Demo at Structures to Remain	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$

BUILDING A - 1930 AUDITORIUM BUILDING:

* D2010 Plumbing Fixtures - Purchase Only	\$
* D2010 Plumbing Fixtures - Install Only (including receipt, inventory, coordination)	\$
* D2020 Domestic Water Distribution	\$
* D2020.1 Domestic Water Pumps	\$
* D2020.2 Hot Water Heaters	\$
* D2030 Sanitary Waste & Vent	\$
* D2040 Storm Water System	\$
* D2090 Compressed Air Systems	\$
* D2090 Natural Gas	\$
* D2090 Acid Waste	\$
* D3040 Radon System	\$
* G4010 Generator Fuel Fill	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$

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* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Treatment	\$
* Condensate Lines & Drains for Heat Pumps (Heat Pumps - Split Systems by HVAC)	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING B - 1991 LIBRARY BUILDING:

* D2010 Plumbing Fixtures - Purchase Only	\$
* D2010 Plumbing Fixtures - Install Only (including receipt, inventory, coordination)	\$
* D2020 Domestic Water Distribution	\$
* D2020.1 Domestic Water Pumps	\$
* D2020.2 Hot Water Heaters	\$
* D2030 Sanitary Waste & Vent	\$
* D2040 Storm Water System	\$
* D2090 Compressed Air Systems	\$
* D2090 Natural Gas	\$
* D2090 Acid Waste	\$
* D3040 Radon System	\$

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* G4010 Generator Fuel Fill	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Treatment	\$
* Condensate Lines & Drains for Heat Pumps (Heat Pumps - Split Systems by HVAC)	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING C - NEW NORTH WING W/ SALVAGED 1917 HISTORIC WALL:

* D2010 Plumbing Fixtures - Purchase Only	\$
* D2010 Plumbing Fixtures - Install Only (including receipt, inventory, coordination)	\$
* D2020 Domestic Water Distribution	\$
* D2020.1 Domestic Water Pumps	\$
* D2020.2 Hot Water Heaters	\$
* D2030 Sanitary Waste & Vent	\$
* D2040 Storm Water System	\$
* D2090 Compressed Air Systems	\$

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* D2090 Natural Gas	\$
* D2090 Acid Waste	\$
* D3040 Radon System	\$
* G4010 Generator Fuel Fill	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Treatment	\$
* Condensate Lines & Drains for Heat Pumps (Heat Pumps - Split Systems by HVAC)	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$
BUILDING D - 1917 FOUNDRY BUILDING:	
* D2010 Plumbing Fixtures - Purchase Only	\$
* D2010 Plumbing Fixtures - Install Only (including receipt, inventory, coordination)	\$
* D2020 Domestic Water Distribution	\$
* D2020.1 Domestic Water Pumps	\$
* D2020.2 Hot Water Heaters	\$

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* D2030 Sanitary Waste & Vent	\$
* D2040 Storm Water System	\$
* D2090 Compressed Air Systems	\$
* D2090 Natural Gas	\$
* D2090 Acid Waste	\$
* D3040 Radon System	\$
* G4010 Generator Fuel Fill	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Treatment	\$
* Condensate Lines & Drains for Heat Pumps (Heat Pumps - Split Systems by HVAC)	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING E - 1916 MAIN BUILDING:

* D2010 Plumbing Fixtures - Purchase Only	\$
* D2010 Plumbing Fixtures - Install Only (including receipt, inventory, coordination)	\$

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* D2020 Domestic Water Distribution	\$
* D2020.1 Domestic Water Pumps	\$
* D2020.2 Hot Water Heaters	\$
* D2030 Sanitary Waste & Vent	\$
* D2040 Storm Water System	\$
* D2090 Compressed Air Systems	\$
* D2090 Natural Gas	\$
* D2090 Acid Waste	\$
* D3040 Radon System	\$
* G4010 Generator Fuel Fill	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Treatment	\$
* Condensate Lines & Drains for Heat Pumps (Heat Pumps - Split Systems by HVAC)	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profits	\$
* Add Performance and Payment Bond	\$

BUILDING F - NEW COMMONS BUILDING: _____

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* D2010 Plumbing Fixtures - Purchase Only	\$
* D2010 Plumbing Fixtures - Install Only (including receipt, inventory, coordination)	\$
* D2020 Domestic Water Distribution	\$
* D2020.1 Domestic Water Pumps	\$
* D2020.2 Hot Water Heaters	\$
* D2030 Sanitary Waste & Vent	\$
* D2040 Storm Water System	\$
* D2090 Compressed Air Systems	\$
* D2090 Natural Gas	\$
* D2090 Acid Waste	\$
* D3040 Radon System	\$
* G4010 Generator Fuel Fill	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Treatment	\$
* Condensate Lines & Drains for Heat Pumps (Heat Pumps - Split Systems by HVAC)	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$

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* Overhead & Profit	\$
* Add Performance and Payment Bond	\$
BUILDING G1 - 1925 AUX GYM BUILDING:	
* D2010 Plumbing Fixtures - Purchase Only	\$
* D2010 Plumbing Fixtures - Install Only (including receipt, inventory, coordination)	\$
* D2020 Domestic Water Distribution	\$
* D2020.1 Domestic Water Pumps	\$
* D2020.2 Hot Water Heaters	\$
* D2030 Sanitary Waste & Vent	\$
* D2040 Storm Water System	\$
* D2090 Compressed Air Systems	\$
* D2090 Natural Gas	\$
* D2090 Acid Waste	\$
* D3040 Radon System	\$
* G4010 Generator Fuel Fill	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Treatment	\$
* Condensate Lines & Drains for Heat Pumps (Heat Pumps - Split Systems by HVAC)	\$
* Trade Permits	\$

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* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING G2 - 1964 MAIN GYM BUILDING:

* D2010 Plumbing Fixtures - Purchase Only	\$
* D2010 Plumbing Fixtures - Install Only (including receipt, inventory, coordination)	\$
* D2020 Domestic Water Distribution	\$
* D2020.1 Domestic Water Pumps	\$
* D2020.2 Hot Water Heaters	\$
* D2030 Sanitary Waste & Vent	\$
* D2040 Storm Water System	\$
* D2090 Compressed Air Systems	\$
* D2090 Natural Gas	\$
* D2090 Acid Waste	\$
* D3040 Radon System	\$
* G4010 Generator Fuel Fill	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Treatment	\$

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* Condensate Lines & Drains for Heat Pumps (Heat Pumps - Split Systems by HVAC)	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING H - NEW SOUTH SHOP BUILDING:

* D2010 Plumbing Fixtures - Purchase Only	\$
* D2010 Plumbing Fixtures - Install Only (including receipt, inventory, coordination)	\$
* D2020 Domestic Water Distribution	\$
* D2020.1 Domestic Water Pumps	\$
* D2020.2 Hot Water Heaters	\$
* D2030 Sanitary Waste & Vent	\$
* D2040 Storm Water System	\$
* D2090 Compressed Air Systems	\$
* D2090 Natural Gas	\$
* D2090 Acid Waste	\$
* D3040 Radon System	\$
* G4010 Generator Fuel Fill	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$

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* Firestopping	\$
* Insulation	\$
* Chemical Treatment	\$
* Condensate Lines & Drains for Heat Pumps (Heat Pumps - Split Systems by HVAC)	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and Payment Bond	\$

BUILDING I - 1992 KBPS BUILDING:

* D2010 Plumbing Fixtures - Purchase Only	\$
* D2010 Plumbing Fixtures - Install Only (including receipt, inventory, coordination)	\$
* D2020 Domestic Water Distribution	\$
* D2020.1 Domestic Water Pumps	\$
* D2020.2 Hot Water Heaters	\$
* D2030 Sanitary Waste & Vent	\$
* D2040 Storm Water System	\$
* D2090 Compressed Air Systems	\$
* D2090 Natural Gas	\$
* D2090 Acid Waste	\$
* D3040 Radon System	\$
* G4010 Generator Fuel Fill	\$

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* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Treatment	\$
* Condensate Lines & Drains for Heat Pumps (Heat Pumps - Split Systems by HVAC)	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$
SITWORK - ADA RAMP - BUCKMAN IMPROVEMENTS:	
* G4010 Generator Fuel Fill	\$
* Trenching & Backfill - Site (outside of building footprint)	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$
SITWORK - ON-SITE IMPROVEMENTS (WITHIN BENSON PROPERTY LINE):	
* D2010 Plumbing Fixtures - Purchase Only	\$

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* D2010 Plumbing Fixtures - Install Only (including receipt, inventory, coordination)	\$
* D2030.1 1500 Gallon Grease Interceptor	\$
* D2040 Storm Water System	\$
* D2040.1 Piping & Connection to Detention Vault (Vault by Civil)	\$
* D2090 Natural Gas	\$
* G4010 Generator Fuel Fill	\$
* Temp Water Service (does not included monthly usage)	\$
* Trenching & Backfill - Site (outside of building footprint)	\$
* Sawcutting	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and Payment Bond	\$

SITWORK - ROW - RIGHT-OF-WAY IMPROVEMENTS:

* G4010 Generator Fuel Fill	\$
* Trenching & Backfill - Site (outside of building footprint)	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

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Base Bid

\$0.00

ALTERNATES

- * Alt # 1 - Reference Booklet p.32, item 7 - Replace underground cast iron pipe with plastic PVC pipe. Per district standard, any underground plastic pipe must be provided with minimum 14 AWG copper tracer wire secured directly to the piping and detectable identification ribbon manufactured for direct burial. The tracer wire and detectable identification ribbon will be terminated above grade at building riser or other accepted location.
- * Alt # 2 - Reference Booklet p.32, item 8 - Replace all vent piping with ABS pipe. Also replace all run outs to fixtures for domestic water system with PEX piping. Mains are all to remain copper. PEX supports will be provided per the manufacturer's recommendations. No exposed PEX piping will be allowed.
- * Alt # 3 - Reference Booklet p32, item 11 - Replace all individual lavatories in shared restrooms with group fixtures. Group fixtures will be provided with stainless steel bowl and trim, sensor operated control valves with thermostatic temperature control, and all vandal-resistant options available.

INCLUSIONS

Mark "yes" to all yes/no questions >

- * General Items:B23B8B3:B102 Yes No
- * The intent of this bid package is to contract with to assist with design and procurement of the scope of work described above. A limited notice to proceed for Preconstruction Services and/or design (as applies) will be issued, until the GMP contract is in place with the Owner-anticipated May/June 2021. Include breakdown on bid form for Preconstruction and/or Design (as applies) only, this amount will become both the initial contract value and the value that would be billed if project was canceled for any reason. Yes No

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- * This scope of work description is intended to be indicative of the work to be performed but is not intended to describe all work necessary for a complete job. It is intended that, except as specifically provided herein, there shall be no change orders for any work or features that could be reasonably inferred to be required from the Contract Documents. If any of these instructions are contradictory to the manufacturers' recommendations or violates any code, industry standard, or good practice, it is the responsibility of the Subcontractor to bring this to the attention of the Contractor prior to starting any work. Subcontractor is responsible to provide all design, materials, labor, supervision, tools, fasteners, adhesives, escalation and equipment necessary to complete this scope of work in strict accordance with Andersen Bid Documents, approved plans and specifications, and to bring to the Contractors attention any substantive work missing from this description including but not limited to the following Yes No
-
- * Include Preconstruction Requirements as outlined on Preconstruction Service Requirements scoping, and project schedule for a general idea of project design & construction timing that is planned at this time. Yes No
-
- * RFP Estimate should include all information shown on project documents and narratives issued by Bassetti & subconsultants. Additionally, include all requirements in PPS Design Standards, unless noted on Deviations from PPS Standards dated 8/19/19. Yes No
-
- * Include BIM Requirements as outlined in Project Conditions, Attachment 5.6: BIM Execution Plan Yes No
-
- * Costs of all applicable trade permits, fees, and licenses (other than general building permit) are provided by this Subcontractor. Includes cost of plan check fees, if applicable. Yes No
-

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- * Provide all design-build/engineered framing, seismic bracing, anchoring design, engineering & materials required to support this system, including, but not limited to beams, posts, blocking, hangers, I-joists, plywood, etc. This includes adjustment of floor joist layout for plumbing, electrical, HVAC shafts, and fire sprinkler needs. For existing building assumptions, refer to drawings marked "Record Drawings, for reference Only." If information is not defined on this set of drawings, facility is available for bidder walk-thru for some as built confirmation. Additional information may be available via select demolition depending on school schedule while occupied until June 2021, or during demolition defined in the project schedule. Include coordination of locations and special inspection of anchors. Yes No
- * Subcontractor shall provide anchors to secure equipment or piping. Cast in anchors will be utilized as needed for new work, and all anchors are to be submitted on and approved by the Structural Engineer. In slab coordination of embedded items will need to be coordinated with other MEP trades, Fireproofing Subcontractor, and Concrete Subcontractor. There will be multiple mobilizations required to install slab inserts at all new slabs being poured at the various buildings on the GHS campus. Yes No
- * Note that depending on the final design of the construction documents, seismic / expansion joints may be required at the junction of some of the structures. Contractor shall provide the required expansion and contraction joints in the system as required by code or AHJ. Yes No
- * Contractor is responsible to notify Andersen / Colas when Architectural review is required at various stages of construction as outlined in the spec. Yes No
- * Any work in crawl space area will require special training. Refer to Project Conditions/Safety for additional information regarding confined space/potential hazardous materials (asbestos) in this area & training requirements. Include all costs for appropriate training and PPE in this scope of work. Yes No
- * Includes all necessary coordination with other trades. Every effort will be made to conceal the piping, cabling, etc. within walls or soffits to limit the amount of visible MEP items. Yes No
- * Subcontractor shall provide access panels as needed for access to this scope of work, to be installed by drywall contractor, this includes fire rated panels where required in rated assemblies. Yes No

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- * Subcontractor to furnish and install any required backing, miscellaneous embedments, hangers or supports necessary for support of Subcontractors materials or equipment. Yes No

- * Includes all work required for mock-ups listed in the specifications/front end documents. Assume 1 Corridor Mock up and 1 Classroom mock up to be built in place for review/coordination (as early as feasible in the project). Yes No

- * Provide all required videotaped training of the Owner's personnel in location, function, control and emergency procedures for all fire protection systems and the preventive and periodic maintenance, and emergency repair procedures. The time and location of this training shall be at the sole discretion of the Owner. In addition, provide an approximate thirty (30) minute video of all system, maintenance and operation. Provide a sign-up sheet to the Owner / Contractor of personnel that attended training. Yes No

- * A standard warranty as provided with warranty procedures as described in the contract documents. It is specifically noted and agreed that any equipment running before the date of acceptance shall not start the warranty period. Only the receipt of the occupancy permit and substantial completion certificate(s) shall start the warranty period. Includes the Letter of Conformance when all work is complete. Certain specifications require more than 1 year warranty, provide warranties that meet or exceed requirements in specs. Yes No

- * Furnish and install all sleeves required in CMU and/or concrete. If sleeves required in the basement walls, include in your pricing for core drilling and link seal of piping through walls. Note that all link seals are to be installed from the inside face of any exterior foundation walls, so that they can be tightened up over time. Yes No

- * Provide all required fire caulking / safig necessary to achieve cover approval from the appropriate inspection agencies fire sprinkler work. Include submittals for fire caulking / safig indicating the methods to be used at various sections of the structure. Fire caulking and safig to be provided in Andersen in accordance with the plans and specifications and governing authorities. Fire caulking at exposed concrete or non painted CMU wall areas shall be gray in color. Subcontractors will agree on one manufacturer to be used for the entire project by each trade. Yes No

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- * The Subcontractor shall provide sealant around work which passes through cored holes, sleeves, framed, or blocked-out openings, drywall, floors, roofs, exterior walls, etc., in Andersen with local codes and specification requirements. Subcontractor shall provide all caulking, fire safing, flashings, counter flashings putty pads or other materials required for sealing their own penetrations. This work shall ensure prevention from the passage of smoke, gas, and flame between wall and floors and leaking water at waterproof membranes, flashing and roofing. Fire caulking work shall be included within the rough-in schedule for each floor. Yes No
- * Penetrations in slab and shear walls are allowed only within the restrictions of the Structural Engineer's design and review / approval. Yes No
- * All drilling, boxing, blocking etc. required for this work is to be completed by this Subcontractor. No cutting of structural members shall be allowed without written approval from the Superintendent. The repair cost for any damage caused by unapproved alterations to any part of the structure shall be deducted from contract amount. Yes No
- * Coordinate the location of all items with architectural and structural features (including trim, columns, tile, appliances, cabinets, mirrors, etc.). Any items installed that will not allow the installation of designed features will be corrected at no additional cost. Yes No
- * Provide all required hoisting for your scope of work. Andersen will not have a crane or forklift on site for subcontractor use. Provide unloading of own material. No long term stock piling of material on site due to limitation of space. Short term storage to be approved by Andersen supervision upon request. Yes No
- * Provide all acoustic, seismic and vibrations control as indicated in the project documents, governing authorities or as normally required for a complete system. Yes No

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- * Address in your proposal the method for this scope of work/system to remain operational before & after demolition. Include costs to install temporary isolation valves if necessary so that buildings and individual "sectors" can be isolated for shut off independently. Coordinate work as necessary with Demolition/Abatement contractors and/or local utility companies. It is intended to have utilities operational during the entire project construction. Some buildings may be completed in advance of others and may need temporary utility feeds. Include the following components in your proposal. Coordinate with local Fire Dept., PPS, Demo & Abatement contractors to facilitate this goal. Include new system coverage as early as possible. Include all costs to cut, cap, drain, etc. to prepare system for demolition by others. If your intent is to reuse any part of the existing system, please indicate which components. Include removal and salvage of items related to this system. Yes No
- * Refer to Owner Salvage Listing for all items that are required to be salvaged on this project. Perform Salvage work for same items that are included in New work to be removed, packaged, and transferred to a storage location within 25 miles of jobsite. Yes No
- * It is assumed that the scope of work for demolition and new construction for the Utility Trench(es) will be scoped with typical 5' rule for utilities by Plumbing, Waste, Fire. Assume Civil Contractor will install new utility trench and/or extensions if required. Exception: Electrical is assumed to be located in a separate utility trench (if not already indicated as direct bury) and will be completely furnished & installed (trench, conduit, wiring, etc.) by the electrical contractor if required. Yes No
- * Be responsible for the start-up and commissioning of the fire protection system. Attend weekly commissioning coordination meetings, and complete all required start-up and commissioning test forms as required by the Commissioning Agency. Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning. Yes No
- * Include all slab on grade demolition/excavation, and existing wall penetrations as needed to facilitate work included in this subcontract. Yes No
- * Escalation: refer to RFP Instructions/Budget Breakdown form for price escalation requirements. Yes No

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- * Include all requirements to safely handle lead/lead content shall be included in this scope of work, and performed by this contractor. Assume all existing surfaces include lead contaminates. A separate abatement contractor will not be hired to abate lead. Yes No
- * Coordinate work, including layout for work to be performed by others regarding Asbestos abatement (must be performed by Abatement contractor). Yes No
- * Includes all required excavation and backfill for the plumbing underground scope of work for the remaining work on site drawings (within 5' of building) and for work under slab on grade. The slab on grade will be removed by others, trenching & piping placement is included in this scope of work, and includes layout of plumbing under slab utilities, including staking and pot-hole verifications. Yes No
- * Provide line and grade for own work from grid lines and elevation bench marks provided by others. Yes No
- * Include all requirements pertaining to this scope of work as indicated on LEED Score Card Yes No
- * Price to include all welding required for your scope of work including protection of other trades work. Yes No
- * Review scope of work below regarding temporary services to facilitate demolition and/or construction operations (trailer area and onsite requirements). Include all work, including planning, permitting, etc. for items that are temporary in nature to facilitate project. If design is required solely for temporary items, include in this scope of work. Yes No
- * Portland Public School Standards have been provided for reference only. Include a scoping letter that states that your bid complies with every item in the PPS standards, and if not, provide a marked up version of the PPS standards explaining requested changes to match bid. Yes No
- * It is understood that this project may exceed code minimum. If bidder would like to submit Value Engineering to provide code minimum, ONLY, specify item in spec/PPS standards and deviation that is proposed to reach code minimum ONLY. Yes No
- * Provide all identification markers, labels, tags and related signage per the contract documents and local code/AHJ. Yes No

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* Coordinate with electrical contractor/designers for all power requirements related to your scope of work. Any changes caused by this subcontractor which affects the scope of the electrical firm will be the responsibility of this subcontractor. Yes No

* Coordinate the location of all items included in your scope of work with architectural and structural features (including trim, white boards, misc. wall mounted items, etc.). Any items installed that will not allow the installation of designed features will be corrected at no extra cost, provided that these design features were apparent at the time of installation. Yes No

* Provide all testing, sterilization and certification of all systems as required by contract documents or as required by governing authorities. Yes No

* Andersen will provide egress lighting (via electrical subcontractor scope), each contractor is responsible for their own task lighting. Yes No

* Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning. Yes No

* Subcontractor shall take field measurements of tight or congested areas prior to fabrication of materials. Modifications to the Subcontractor's work due to the Subcontractor's failure to field measure these key areas will be at the Subcontractor's expense. The use of the BIM coordination plan will be used to the greatest extent possible, however, due to timing of the Existing Conditions Building Scan, and incorporation into Revit, some items may require field verification to continue design/coordination without the scan fully available/incorporated. Yes No

SPECIFIC ITEMS:

* Provide all required labor, material, equipment, wiring, and devices for the Plumbing System as described in Bid Package 21-00 Specifications. Includes all design, drawings, and start-up for a complete, functioning system. Please note: this scope of work is Design Assist. Yes No

* Provide all gas and water connections to all equipment shown on drawings, including but not limited to: HVAC equipment, Kitchen Equipment, Lab Equipment, etc. Yes No

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- * Provide all testing, sterilization and certification of all systems as required by contract documents or as required by governing authorities. Yes No

- * Laboratory Items: Install all connections to Science Sinks, Faucets, Fume Hoods, and all Science Equipment process piping connections provided and installed by the Lab Casework Vendor. Include all connections to water and waste lines (Inc. acid waste lines). Furnish and install all acid neutralization system items for a complete installation. Yes No

- * Caulk all toilets, and sinks to adjacent surface (unless provided and installed by others) after installation. Clean all strainers, run all lines, i.e., sinks, etc. to assure their proper operation and to consider this project complete. Includes cleaning all clean-out covers and roof and floor drains and other systems as specified. Yes No

- * All pipes and water service lines penetrating a finished surface within the finished occupiable drywalled spaces shall have escutcheons. Yes No

- * Provide all insulation at domestic cold water mains and risers and all other locations required by specifications and code. Yes No

- * Subcontractor shall coordinate with off-site utility subcontractor(s) and appropriate utility company(ies) for location of supply and tie-in, storm, water, gas and sanitary. This Subcontractor to coordinate with utility suppliers and the Civil Engineer and ensure that total scope of work is provided for complete installation and connection of utilities. Subcontractor is responsible for equipment as necessary to make tie-in to locations shown on civil drawings which may be more than 5' outside the building. Yes No

- * Provide any thrust blocks, concrete embedment or other support or containment foundations for this scope of work if required or necessary Yes No

- * Subcontractor to furnish and install the elevator pit sump pumps and related discharge piping as shown/per plumbing and elevator code requirements. Yes No

- * Includes furnish, installation and setting (in coordination with the concrete subcontractor) of the trench drains inside of building and within 5' of building line. Other site area/trench drains will be provided by the Site work contractor. Yes No

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- * Provide all drains, piping, flashing and necessary hardware for a watertight installation. Drain bodies shall be provided as required to provide a tight seal at the waterproof membrane material. Coordinate all work with concrete, roofing and waterproofing subcontractors. Yes No
- * Provide a complete sanitary drainage system in accordance with the contract documents. Includes hub drains to accommodate condensate lines by HVAC contractor. Includes condensate drains from Pans provided by HVAC contractor. Yes No
- * All waste, storm, water, and vent piping material shall be as specified in the contract documents. Subcontractor to comply with governing authority requirements regarding materials, installation methods and testing. Yes No
- * Provide a complete hot and cold water supply system. Make connection to the water supply line installed underground by others as located on the civil plans. Provide all plumbing fixtures and hardware, recirculation pumps, storage tanks, and tankless water heaters, as required for a complete system installation. Yes No
- * Provide layout in plumbing walls in restrooms, kitchens, and other congested plumbing walls during layout of walls for correct placement of studs. Coordinate with framer for installation of toilet and urinal support standards during framing, along with backing required for sinks, drinking fountains, etc. Contractor shall provide steel backing if backing is required to be greater than 18 ga. and provide nail-plates for plumbing lines that are run within stud framing. Coordinate all cores for this scope with Andersen / Colas to determine if cores are needed in magnesite floors. Cores in magnesite may require to be done by abatement contractor. Coordinate installation of all inserts and sleeves with concrete contractor for new decks and walls. Yes No
- * Provide all check valves, backflow preventers, and other valves and assemblies as required and specified. Yes No
- * Includes isolation valves at as shown on plans, or at minimum at each floor to assist with construction sequencing. Yes No
- * Subcontractor shall provide anchors to secure equipment or piping. Include all engineering, deferred submittal costs and routing for attachments as required by AHJ. Yes No

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- * All pipes and water service lines penetrating a finished surface within the finished occupiable drywalled spaces shall have escutcheons, space piping to avoid escutcheon collisions. Coordinate pipes and drains exiting finished surfaces in cabinets and casework with casework shop drawings to avoid cabinet installation problems. Yes No
- * Provide "frost protected" hose bibs on the building exterior, as shown on the drawings. Yes No
- * Provide water supply source(s), point of connection, for landscape irrigation. Connection points to be coordinated with irrigation plans in the Contract Documents. Subcontractor is not responsible for any backflow or detector devices downstream of the point of connection. This contractor will be responsible for running the main distribution piping that is contained within the building to the general areas requiring irrigation only. Verify with irrigation and civil drawings. Yes No
- * Provide all drains, piping, flashing and necessary hardware for a watertight installation. Drain bodies shall be provided as required to provide a tight seal at the waterproof membrane material. Coordinate all work with concrete, roofing and waterproofing subcontractors, and provide for adjustment in floor drains for sloping floors. Yes No
- * Reduce the water pressure (if required) for all fixtures and equipment on the water supply system. Verify city water pressure as part of this scope of work. Send written report to Andersen-Colas for coordination with plumbing engineer. Yes No
- * Provide fuel piping, exhaust piping, fuel fill and venting (if required) for emergency generator in accordance with contract documents and authorities having jurisdiction. Coordinate work with electrical contractor Yes No
- * Provide all plumbing fixtures as shown in the documents. Refer to bid form for break out price of MATERIAL only for plumbing fixture package, work with design team to recommend changes, if necessary to provide best value for plumbing fixtures. Yes No
- * Scope includes supply and installation of garbage disposals, if required at Kitchen equipment. Assume all other locations (not in kitchen) do not have Garbage Disposals Yes No

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* Subcontractor to leave in place toilet seat cover cardboard shipping box over the installed seat to detour use by others Yes No

* Scope includes furnish and install of heat trace as required on plumbing piping. Fire sprinkler piping and mechanical piping trace by others. Yes No

* Include all new deck drains, overflow drains, etc. Sheet metal downspouts (new and existing) will be provided by others. Include connection to sheet metal downspout as required for a complete system. Coordinate layout and required coupling extensions for overflow drains with façade finishes. Provide openings in metal decking, including reinforced supports as per details at roof drains. Yes No

* Note that depending on the final design of the construction documents, seismic / expansion joints may be required at the junction of some of the structures. Contractor shall provide the required expansion and contraction joints in the system as required by code or AHJ. Yes No

* Specifications allow only 2 reviews for submittals and requires additional costs for additional reviews. Contractor to pay for any additional review costs. Yes No

TEMPORARY SERVICES: _____

REFER TO GENERAL ITEMS ABOVE, AND INCLUDE THE FOLLOWING SPECIFIC ITEMS LISTED BELOW: _____

* Provide an emergency temp. water shut off system, Flow Logic Emergency water shut off system will be an acceptable system to be installed on the building water mains down stream of the buildings RPBA in line to main building riser. The intent of the system is to monitor water pressure and flow off construction hours. In the event that there is a flow the system will detect pressure loss and shut the water line valve off to minimize water damage to buildings interior finishes. This will be required in all buildings Yes No

* Provide hose bibs and temporary water at grade for the purpose of misc. construction activities, including but not limited to: Masonry, concrete tool washing, etc. Yes No

* Include temporary means to drain the roof while new/existing downspouts, overflows, etc. are not operational Yes No

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* Provide temporary plumbing of a water line to the staging area of the field offices. Include costs to supply and install including tapping city water line. Provide permit, meter, and backflow as required by City. This water will be used for 3 Office Trailer Connections hose bib, flush toilet trailer, and possibly another hose bib or flush toilet trailer. The hose bib is may be needed to fill the wheel wash at the construction entry. Provide water and waste for (2) clean hands trailers. Provide labor for potentially moving each temp. facility twice during construction as sequence work progresses for each building. Yes No

* Provide a temporary waste line from the flush toilets. Install this line as required by the City Plumbing Inspector, including the cost to excavate, core, and install into the MH. Include cost to remove the line at the end of the project, and patch the MH when finished. This SS drain line is to have a wye installed and capped for future use, in case a second flush toilet is installed, coordinate the location of the wye with Andersen / Colas. Yes No

* Temporary hose bibs will be needed throughout the campus. Existing domestic water may be available at various existing hose bibs for a time, but during construction a new domestic line will be installed, requiring temporary piping to supply water throughout. The contractor should assume that any existing hose bibs are not usable for construction, and new temporary water stations are needed. Temporary water should be run in Pex/Rovanco water lines, maintaining some slack in field locations for movement. It is anticipated that some existing water lines may be routed in existing steam tunnels, so whole buildings will loose their domestic water supply. Water stations should be figured as both water headers and hose bibs (minimum 3 hose bibs per header). Figure 4 water station/water headers at various location on campus. Provide approximately "5 hose bibs" around the exterior of the buildings. All water stations will need to have shut-off valves in order to shut down the lines in freezing weather. Yes No

* Disconnect various gas and water appliances as required from the Owners salvage list. This includes gas equipment in the Kitchen and at the Kilns. Also disconnect, cap, & salvage the natural gas shut-off valve in the boiler room, water heaters, and other equipment listed on the Owners salvage list in the boiler room. Yes No

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* Deck drains, slab drains, patio drains, area drains, roof drains, trench drains, rain leaders, and all piping necessary for a complete storm water system installation. Assume rain leaders are pipe (not sheet metal), and part of this scope of work. Provide labor to temporarily block and unplug drains for water test of membranes. Include all required overflow drains unless otherwise excluded in this scope of work. Provide temporary protection of drains for work of follow on trades.

Yes No

* Include all costs to clean existing drain lines to be reused that are inside the building, at roofs. At the completion of work, include complete camera video and map demonstrating that drain flow is completely operational and clear. Scope of Plumbing includes work that is up to 5' of building line (consider light wells part of SITE Work). The scoping of the lines must include all flow out to 5' outside of building. If a blockage is found on an "existing to remain" location, notify Andersen-Colas immediately. This work shall be considered extra work. Light wells are considered site work, and not included in this scope of work.

Yes No

* Include supplying, and setting all site trench drains, and connecting to sanitary system (by civil contractor)

Yes No

EXCLUDED ITEMS:

* Hydronic Piping (part of HVAC scope)

Yes No

* Sheet metal downspouts

Yes No

GENERAL:

* Temporary Facilities are currently under development, a general list of requirements, based on a similar project is provided below to assist with budgeting process. MEP trades will assist in developing a final temp utility plan for the project. Each trade will be required to issue a narrative and drawing to demonstrate plan development and finalization. See attached Temporary Utility Service Assumptions Matrix and plan for general information/locations.

Yes No

* In preparation of Demolition work starting Summer 2021, all trades will be requested to provide a plan for PREP work to occur during summer of 2020 to reduce the amount of time after building is vacated in summer 2021 to "make safe for demolition" activities completion. This early work will be issued as an early work authorization prior to GMP.

Yes No

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* All labor, supervision, materials, tools, equipment, fasteners, and adhesives as required to furnish install a complete system as outlined in the perspective bid package in accordance with all State Codes, Local Codes, NSC standards and jurisdictional codes & requirements, and in accordance with the contract documents. Yes No

* Include all trade specific permits. Yes No

* Inspect and test each service before placing temporary services in use. Arrange for required inspections and tests by governing authorities and obtain required certifications and permits for use. Inspect the power supply system from incoming gear to the spider boxes once a month. Report to Andersen and defects and results of monthly inspections. Yes No

* Operate temporary services in a safe and efficient manner. Do not overload temporary services and facilities and do not let them interfere with the progress of work. Yes No

* Should services of an independent engineer be required to survey existing and or temporary services, cost shall be included by contractor. Do not allow hazardous conditions to develop or persist at the site. Yes No

TEMPORARY UTILITIES:

* Engage local utility companies to install temporary service to project or to make connections to existing service. Yes No

* Arrange with companies, Owner, and Andersen for an acceptable time for service interruptions, where necessary, to make connections for temporary services. Yes No

* Maintain service to Radio Station (Building I) to the greatest extent possible. Coordinate shutdowns as required. Yes No

GENERAL ACKNOWLEDGMENTS

Mark "yes" to all yes/no questions >

BUDGET SUMMARY (DIRECT COST SUBTOTAL OF EACH BUILDING FROM ABOVE):

* Demo of 1916 Boiler House & 1953 Science Wing (Safe-Off Only)

* Demo of 1918 South Shop Wing (Safe-Off Only)

* Demo of 1953 Automotive Building (Safe-Off Only)

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* Building A - 1930 Auditorium Building	\$
* Building B - 1991 Library Building	\$
* Building C - New North Wing w/ Salvaged 1917 Historic Wall	\$
* Building D - 1917 Foundry Building	\$
* Building E - 1916 Main Building	\$
* Building F - New Commons Building	\$
* Building G1 - 1925 Aux Gym Building	\$
* Building G2 - 1964 Main Gym Building	\$
* Building H - New South Shop Building	\$
* Building I - 1992 KBPS Building	\$
* Sitework - ADA Ramp - Buckman Improvements	\$
* Sitework - On-Site Improvements (within Benson Property Line)	\$
* Sitework - ROW - Right-of-Way Improvements	\$

SUMMARY INDIRECTS:

* Overhead & Profit Total All Buildings & Site Categories	\$
* Preconstruction Total All Buildings & Site Categories	\$
* BIM - During Preconstruction (up to 50% CD) Total all Buildings & Site Categories	\$
* BIM - During Construction (after 50% CD) Total all Buildings & Site Categories	\$
* Oregon Corporate Activities Tax	\$
* OCIP Credit	\$
* Performance & Payment Bond	\$

ALL ANDERSEN RFP DOCUMENTS (SEE FILE 00 RFP TABLE OF CONTENTS FOR COMPLETE LISTING):

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- * 01 Request for Proposals & Instructions Yes No
- * 02 Estimating Forms (Use Building Connected) Yes No
- * 03 Scope of Work (Use Building Connected) Yes No
- * 04 Document Listing Yes No
- * 05 Project Schedules Yes No
- * 06 Subcontractor Prequalification Requirements Yes No
- * 07 Subcontractor Agreement Form and All Exhibits (Key Exhibits Highlighted Below, See TOC for Complete Listing) Yes No
- * 07 SC Exhibit 5 Site Specific Work Regulations Yes No
- * 07 SC Exhibit 5.1 BHS PPS/Andersen Prime Agreement Yes No
- * 07 SC Exhibit 5.2 Career Learning Requirements Yes No
- * 07 SC Exhibit 5.3 Contractor Workforce Training & Hiring Program Yes No
- * 07 SC Exhibit 5.4 Insurance Requirements - PPS OCIP Guidebook & Enrollment Forms - Sample Yes No
- * 07 SC Exhibit 5.5 Insurance Requirements - PPS Non-OCIP - Sample Yes No
- * 07 SC Exhibit 5.6 BIM Execution Plan Yes No
- * 07 SC Exhibit 5.7 BOLI Wage Rates (July 2019 Booklet for Reference Only) Yes No
- * 07 SC Exhibit 6 Site Logistics Plan Yes No
- * 07 SC Exhibit A Safety Handbook 2018 Yes No
- * 07 SC Exhibit B Anti-Harassment Policy 2018 Yes No
- * 07 SC Exhibit C Safety Disciplinary Policy Yes No

DOCUMENT LISTING (SEE TABLE OF CONTENTS FOR FULL LISTING):

- * Bassetti 100% Schematic Design Package dated August 19, 2019 Yes No
- * PPS Standards Yes No
- * Record Drawings Yes No

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* Environmental, Historical, and Diligence Reports

Yes No

SUBMITTAL AND PRODUCT DELIVERY ARE IMPORTANT FACTORS IN CONTRACT AWARD; PROVIDE THE FOLLOWING SCHEDULE INFORMATION:

Submittals - list number of days required to complete	<input type="text" value="input response here"/>
Product Data - list number of days required to complete	<input type="text" value="input response here"/>
Shop Drawings - list number of days required to complete	<input type="text" value="input response here"/>
Material Lead Time (after approved submittals) - list number of days	<input type="text" value="input response here"/>
Date of Material / Equipment Delivery FOB jobsite	<input type="text" value="input response here"/>

BOND INFORMATION

* Provide added cost for performance and payment bond

FEES AND MARKUPS

* Mark up on Own Work (Max 15% Labor, 10% Equipment, 10% Materials)

* Mark up on lower tier subs (Max 10% for \$0-\$5k, 5% for >\$5k)

LABOR RATES

Foreman Standard Time	per hour	<input type="text" value="\$"/>
Foreman Time-and-a-Half	per hour	<input type="text" value="\$"/>
Foreman Double Time	per hour	<input type="text" value="\$"/>
Journeyman Standard Time	per hour	<input type="text" value="\$"/>
Journeyman Time-and-a-Half	per hour	<input type="text" value="\$"/>
Journeyman Double Time	per hour	<input type="text" value="\$"/>
Apprentice Standard Time	per hour	<input type="text" value="\$"/>

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Apprentice Time-and-a-Half	per hour	\$ <input type="text"/>
Apprentice Double Time	per hour	\$ <input type="text"/>
Other Standard Time	per hour	\$ <input type="text"/>
Other Time-and-a-Half	per hour	\$ <input type="text"/>
Other Double Time	per hour	\$ <input type="text"/>

CERTIFICATIONS

- * Is your firm a state certified Minority Business Enterprise? Yes No
- * Is your firm a state certified Women-Owned Business Enterprise? Yes No
- * Is your firm a state certified Emerging Small Business? Yes No
- * Is your firm a state certified Disadvantaged Business Enterprise? Yes No
- * Is your firm a state certified Disabled Veteran-Owned Business Enterprise? Yes No
- * Is your firm union or non-union?

DISCLAIMERS AND CLARIFICATIONS

Andersen is an equal opportunity employer and strongly encourages the participation of emerging small business, women-owned, disadvantaged, disabled veterans and minority enterprises.

IN SUBMITTING THIS BID, YOUR FIRM AGREES TO THE FOLLOWING CONDITIONS:

- To hold bid open for the number of days as specified in the Request for Bids and Bid Instruction
- To accept the provisions of the Front End Documents and Divisions 00 and 01 specifications
- To enter into and execute an unmodified Subcontract / Purchase Agreement if awarded on the basis of this bid
- To accomplish the Work in accordance with the Contract Documents
- To commence work under this contract immediately when directed and substantially complete the work within the durations shown on the project schedule

ATTACHMENTS

AOR-1907: Benson High School - Trade Package 1

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 *upload files*

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Bid package created on Sep 5, 2019 at 4:15 PDT

Andersen Construction Company

6712 N Cutter Cir, Portland, OR 97217, USA

Elliott Bourgeois | Assistant Estimator | (503) 283-6712 | ebourgeois@andersen-const.com



LINE ITEMS

Description	Quantity	Unit Cost	Total Cost
DEMO OF 1916 BOILER HOUSE & 1953 SCIENCE WING (SAFE-OFF ONLY):			
* Safe-Off at Structures to be Demolished			\$ <input type="text"/>
* Safe-Off for Interior Demo at Structures to Remain			\$ <input type="text"/>
* Trade Permits			\$ <input type="text"/>
* General Conditions (See Cost Inclusions Matrix Tab)			\$ <input type="text"/>
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)			\$ <input type="text"/>
* Overhead & Profit			\$ <input type="text"/>
* Add Performance and Payment Bond			\$ <input type="text"/>
DEMO OF 1918 SOUTH SHOP WING (SAFE-OFF ONLY):			
* Safe-Off at Structures to be Demolished			\$ <input type="text"/>
* Safe-Off for Interior Demo at Structures to Remain			\$ <input type="text"/>
* Trade Permits			\$ <input type="text"/>
* General Conditions (See Cost Inclusions Matrix Tab)			\$ <input type="text"/>
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)			\$ <input type="text"/>
* Overhead & Profit			\$ <input type="text"/>
* Add Performance and Payment Bond			\$ <input type="text"/>

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DEMO OF 1953 AUTOMOTIVE BUILDING (SAFE-OFF ONLY):

* Safe-Off at Structures to be Demolished	\$
* Safe-Off for Interior Demo at Structures to Remain	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING A - 1930 AUDITORIUM BUILDING:

* D3020 Heating Water Boilers	\$
* D3020.1 Heating Water Pumps	\$
* D3030 Cooling Towers	\$
* D3030 Chillers	\$
* D3030 Condensed Water & Chilled Water Pumps	\$
* D3030 Heat Pumps - Split Systems (condensate lines by plumbing)	\$
* D3040 Dedicated Outside Air Systems - AHUs	\$
* D3040 Variable Air Volume Systems - AHUs	\$
* D3040 Make-Up Air Units	\$
* D3040 Heating Water Piping	\$
* D3040 Cooling Water Piping	\$
* D3040 Refrigerant Piping	\$
* D3040 General Exhaust	\$
* D3040 Grease Exhaust	\$

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* D3040 Automotive Exhaust	\$
* D3040 Dust Collection Systems	\$
* D3040 Fume & Heat Extraction Systems	\$
* D3040.1 Science Fume Hoods (Hoods by Others, Exhaust by HVAC)	\$
* D3040.2 Kilns (Kilns by Others, Exhaust by HVAC)	\$
* D3040.3 Radon System (by Plumbing)	\$
* D3040.4 Grilles, Registers, Diffusers, Louvers	\$
* D3040.5 Fire Smoke Dampers	\$
* D3040.6 Ductwork	\$
* D3050 Fan Coil Units	\$
* D3050 Chilled Beams	\$
* D3050 Terminal Units	\$
* D3050 Finned Tube Radiators	\$
* D3050 Unit Heaters	\$
* Rough-In / Conduit for Controls	\$
* D3060 Electrical Metering	\$
* D3060 DDC System	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Water Treatment	\$
* Test & Balance	\$
* Hoisting / Rigging	\$

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* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING B - 1991 LIBRARY BUILDING:

* D3020 Heating Water Boilers	\$
* D3020.1 Heating Water Pumps	\$
* D3030 Cooling Towers	\$
* D3030 Chillers	\$
* D3030 Condensed Water & Chilled Water Pumps	\$
* D3030 Heat Pumps - Split Systems (condensate lines by plumbing)	\$
* D3040 Dedicated Outside Air Systems - AHUs	\$
* D3040 Variable Air Volume Systems - AHUs	\$
* D3040 Make-Up Air Units	\$
* D3040 Heating Water Piping	\$
* D3040 Cooling Water Piping	\$
* D3040 Refrigerant Piping	\$
* D3040 General Exhaust	\$
* D3040 Grease Exhaust	\$
* D3040 Automotive Exhaust	\$
* D3040 Dust Collection Systems	\$
* D3040 Fume & Heat Extraction Systems	\$

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* D3040.1 Science Fume Hoods (Hoods by Others, Exhaust by HVAC)	\$
* D3040.2 Kilns (Kilns by Others, Exhaust by HVAC)	\$
* D3040.3 Radon System (by Plumbing)	\$
* D3040.4 Grilles, Registers, Diffusers, Louvers	\$
* D3040.5 Fire Smoke Dampers	\$
* D3040.6 Ductwork	\$
* D3050 Fan Coil Units	\$
* D3050 Chilled Beams	\$
* D3050 Terminal Units	\$
* D3050 Finned Tube Radiators	\$
* D3050 Unit Heaters	\$
* Rough-In / Conduit for Controls	\$
* D3060 Electrical Metering	\$
* D3060 DDC System	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Water Treatment	\$
* Test & Balance	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$

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* Overhead & Profit

* Add Performance and Payment Bond

BUILDING C - NEW NORTH WING W/ SALVAGED 1917 HISTORIC WALL:

* D3020 Heating Water Boilers

* D3020.1 Heating Water Pumps

* D3030 Cooling Towers

* D3030 Chillers

* D3030 Condensed Water & Chilled Water Pumps

* D3030 Heat Pumps - Split Systems (condensate lines by plumbing)

* D3040 Dedicated Outside Air Systems - AHUs

* D3040 Variable Air Volume Systems - AHUs

* D3040 Make-Up Air Units

* D3040 Heating Water Piping

* D3040 Cooling Water Piping

* D3040 Refrigerant Piping

* D3040 General Exhaust

* D3040 Grease Exhaust

* D3040 Automotive Exhaust

* D3040 Dust Collection Systems

* D3040 Fume & Heat Extraction Systems

* D3040.1 Science Fume Hoods (Hoods by Others, Exhaust by HVAC)

* D3040.2 Kilns (Kilns by Others, Exhaust by HVAC)

* D3040.3 Radon System (by Plumbing)

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* D3040.4 Grilles, Registers, Diffusers, Louvers	\$
* D3040.5 Fire Smoke Dampers	\$
* D3040.6 Ductwork	\$
* D3050 Fan Coil Units	\$
* D3050 Chilled Beams	\$
* D3050 Terminal Units	\$
* D3050 Finned Tube Radiators	\$
* D3050 Unit Heaters	\$
* Rough-In / Conduit for Controls	\$
* D3060 Electrical Metering	\$
* D3060 DDC System	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Water Treatment	\$
* Test & Balance	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING D - 1917 FOUNDRY BUILDING: _____

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* D3020 Heating Water Boilers	\$
* D3020.1 Heating Water Pumps	\$
* D3030 Cooling Towers	\$
* D3030 Chillers	\$
* D3030 Condensed Water & Chilled Water Pumps	\$
* D3030 Heat Pumps - Split Systems (condensate lines by plumbing)	\$
* D3040 Dedicated Outside Air Systems - AHUs	\$
* D3040 Variable Air Volume Systems - AHUs	\$
* D3040 Make-Up Air Units	\$
* D3040 Heating Water Piping	\$
* D3040 Cooling Water Piping	\$
* D3040 Refrigerant Piping	\$
* D3040 General Exhaust	\$
* D3040 Grease Exhaust	\$
* D3040 Automotive Exhaust	\$
* D3040 Dust Collection Systems	\$
* D3040 Fume & Heat Extraction Systems	\$
* D3040.1 Science Fume Hoods (Hoods by Others, Exhaust by HVAC)	\$
* D3040.2 Kilns (Kilns by Others, Exhaust by HVAC)	\$
* D3040.3 Radon System (by Plumbing)	\$
* D3040.4 Grilles, Registers, Diffusers, Louvers	\$
* D3040.5 Fire Smoke Dampers	\$
* D3040.6 Ductwork	\$

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Portland, OR, United States of America

* D3050 Fan Coil Units	\$
* D3050 Chilled Beams	\$
* D3050 Terminal Units	\$
* D3050 Finned Tube Radiators	\$
* D3050 Unit Heaters	\$
* Rough-In / Conduit for Controls	\$
* D3060 Electrical Metering	\$
* D3060 DDC System	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Water Treatment	\$
* Test & Balance	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING E - 1916 MAIN BUILDING:

* D3020 Heating Water Boilers	\$
* D3020.1 Heating Water Pumps	\$
* D3030 Cooling Towers	\$

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Portland, OR, United States of America

* D3030 Chillers	\$
* D3030 Condensed Water & Chilled Water Pumps	\$
* D3030 Heat Pumps - Split Systems (condensate lines by plumbing)	\$
* D3040 Dedicated Outside Air Systems - AHUs	\$
* D3040 Variable Air Volume Systems - AHUs	\$
* D3040 Make-Up Air Units	\$
* D3040 Heating Water Piping	\$
* D3040 Cooling Water Piping	\$
* D3040 Refrigerant Piping	\$
* D3040 General Exhaust	\$
* D3040 Grease Exhaust	\$
* D3040 Automotive Exhaust	\$
* D3040 Dust Collection Systems	\$
* D3040 Fume & Heat Extraction Systems	\$
* D3040.1 Science Fume Hoods (Hoods by Others, Exhaust by HVAC)	\$
* D3040.2 Kilns (Kilns by Others, Exhaust by HVAC)	\$
* D3040.3 Radon System (by Plumbing)	\$
* D3040.4 Grilles, Registers, Diffusers, Louvers	\$
* D3040.5 Fire Smoke Dampers	\$
* D3040.6 Ductwork	\$
* D3050 Fan Coil Units	\$
* D3050 Chilled Beams	\$
* D3050 Terminal Units	\$

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* D3050 Finned Tube Radiators	\$
* D3050 Unit Heaters	\$
* Rough-In / Conduit for Controls	\$
* D3060 Electrical Metering	\$
* D3060 DDC System	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Water Treatment	\$
* Test & Balance	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$
BUILDING F - NEW COMMONS BUILDING:	
* D3020 Heating Water Boilers	\$
* D3020.1 Heating Water Pumps	\$
* D3030 Cooling Towers	\$
* D3030 Chillers	\$
* D3030 Condensed Water & Chilled Water Pumps	\$
* D3030 Heat Pumps - Split Systems (condensate lines by plumbing)	\$

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* D3040 Dedicated Outside Air Systems - AHUs	\$
* D3040 Variable Air Volume Systems - AHUs	\$
* D3040 Make-Up Air Units	\$
* D3040 Heating Water Piping	\$
* D3040 Cooling Water Piping	\$
* D3040 Refrigerant Piping	\$
* D3040 General Exhaust	\$
* D3040 Grease Exhaust	\$
* D3040 Automotive Exhaust	\$
* D3040 Dust Collection Systems	\$
* D3040 Fume & Heat Extraction Systems	\$
* D3040.1 Science Fume Hoods (Hoods by Others, Exhaust by HVAC)	\$
* D3040.2 Kilns (Kilns by Others, Exhaust by HVAC)	\$
* D3040.3 Radon System (by Plumbing)	\$
* D3040.4 Grilles, Registers, Diffusers, Louvers	\$
* D3040.5 Fire Smoke Dampers	\$
* D3040.6 Ductwork	\$
* D3050 Fan Coil Units	\$
* D3050 Chilled Beams	\$
* D3050 Terminal Units	\$
* D3050 Finned Tube Radiators	\$
* D3050 Unit Heaters	\$
* Rough-In / Conduit for Controls	\$

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* D3060 Electrical Metering	\$
* D3060 DDC System	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Water Treatment	\$
* Test & Balance	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING G1 - 1925 AUX GYM BUILDING:

* D3020 Heating Water Boilers	\$
* D3020.1 Heating Water Pumps	\$
* D3030 Cooling Towers	\$
* D3030 Chillers	\$
* D3030 Condensed Water & Chilled Water Pumps	\$
* D3030 Heat Pumps - Split Systems (condensate lines by plumbing)	\$
* D3040 Dedicated Outside Air Systems - AHUs	\$
* D3040 Variable Air Volume Systems - AHUs	\$
* D3040 Make-Up Air Units	\$

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* D3040 Heating Water Piping	\$
* D3040 Cooling Water Piping	\$
* D3040 Refrigerant Piping	\$
* D3040 General Exhaust	\$
* D3040 Grease Exhaust	\$
* D3040 Automotive Exhaust	\$
* D3040 Dust Collection Systems	\$
* D3040 Fume & Heat Extraction Systems	\$
* D3040.1 Science Fume Hoods (Hoods by Others, Exhaust by HVAC)	\$
* D3040.2 Kilns (Kilns by Others, Exhaust by HVAC)	\$
* D3040.3 Radon System (by Plumbing)	\$
* D3040.4 Grilles, Registers, Diffusers, Louvers	\$
* D3040.5 Fire Smoke Dampers	\$
* D3040.6 Ductwork	\$
* D3050 Fan Coil Units	\$
* D3050 Chilled Beams	\$
* D3050 Terminal Units	\$
* D3050 Finned Tube Radiators	\$
* D3050 Unit Heaters	\$
* Rough-In / Conduit for Controls	\$
* D3060 Electrical Metering	\$
* D3060 DDC System	\$
* Seismic Bracing	\$

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* Firestopping	\$
* Insulation	\$
* Chemical Water Treatment	\$
* Test & Balance	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING G2 - 1964 MAIN GYM BUILDING:

* D3020 Heating Water Boilers	\$
* D3020.1 Heating Water Pumps	\$
* D3030 Cooling Towers	\$
* D3030 Chillers	\$
* D3030 Condensed Water & Chilled Water Pumps	\$
* D3030 Heat Pumps - Split Systems (condensate lines by plumbing)	\$
* D3040 Dedicated Outside Air Systems - AHUs	\$
* D3040 Variable Air Volume Systems - AHUs	\$
* D3040 Make-Up Air Units	\$
* D3040 Heating Water Piping	\$
* D3040 Cooling Water Piping	\$
* D3040 Refrigerant Piping	\$

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* D3040 General Exhaust	\$
* D3040 Grease Exhaust	\$
* D3040 Automotive Exhaust	\$
* D3040 Dust Collection Systems	\$
* D3040 Fume & Heat Extraction Systems	\$
* D3040.1 Science Fume Hoods (Hoods by Others, Exhaust by HVAC)	\$
* D3040.2 Kilns (Kilns by Others, Exhaust by HVAC)	\$
* D3040.3 Radon System (by Plumbing)	\$
* D3040.4 Grilles, Registers, Diffusers, Louvers	\$
* D3040.5 Fire Smoke Dampers	\$
* D3040.6 Ductwork	\$
* D3050 Fan Coil Units	\$
* D3050 Chilled Beams	\$
* D3050 Terminal Units	\$
* D3050 Finned Tube Radiators	\$
* D3050 Unit Heaters	\$
* Rough-In / Conduit for Controls	\$
* D3060 Electrical Metering	\$
* D3060 DDC System	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Water Treatment	\$

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* Test & Balance	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profits	\$
* Add Performance and Payment Bond	\$

BUILDING H - NEW SOUTH SHOP BUILDING:

* D3020 Heating Water Boilers	\$
* D3020.1 Heating Water Pumps	\$
* D3030 Cooling Towers	\$
* D3030 Chillers	\$
* D3030 Condensed Water & Chilled Water Pumps	\$
* D3030 Heat Pumps - Split Systems (condensate lines by plumbing)	\$
* D3040 Dedicated Outside Air Systems - AHUs	\$
* D3040 Variable Air Volume Systems - AHUs	\$
* D3040 Make-Up Air Units	\$
* D3040 Heating Water Piping	\$
* D3040 Cooling Water Piping	\$
* D3040 Refrigerant Piping	\$
* D3040 General Exhaust	\$
* D3040 Grease Exhaust	\$
* D3040 Automotive Exhaust	\$

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* D3040 Dust Collection Systems	\$
* D3040 Fume & Heat Extraction Systems	\$
* D3040.1 Science Fume Hoods (Hoods by Others, Exhaust by HVAC)	\$
* D3040.2 Kilns (Kilns by Others, Exhaust by HVAC)	\$
* D3040.3 Radon System (by Plumbing)	\$
* D3040.4 Grilles, Registers, Diffusers, Louvers	\$
* D3040.5 Fire Smoke Dampers	\$
* D3040.6 Ductwork	\$
* D3050 Fan Coil Units	\$
* D3050 Chilled Beams	\$
* D3050 Terminal Units	\$
* D3050 Finned Tube Radiators	\$
* D3050 Unit Heaters	\$
* Rough-In / Conduit for Controls	\$
* D3060 Electrical Metering	\$
* D3060 DDC System	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Water Treatment	\$
* Test & Balance	\$
* Hoisting / Rigging	\$
* Trade Permits	\$

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* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add Performance and Payment Bond	\$

BUILDING I - 1992 KBPS BUILDING:

* D3020 Heating Water Boilers	\$
* D3020.1 Heating Water Pumps	\$
* D3030 Cooling Towers	\$
* D3030 Chillers	\$
* D3030 Condensed Water & Chilled Water Pumps	\$
* D3030 Heat Pumps - Split Systems (condensate lines by plumbing)	\$
* D3040 Dedicated Outside Air Systems - AHUs	\$
* D3040 Variable Air Volume Systems - AHUs	\$
* D3040 Make-Up Air Units	\$
* D3040 Heating Water Piping	\$
* D3040 Cooling Water Piping	\$
* D3040 Refrigerant Piping	\$
* D3040 General Exhaust	\$
* D3040 Grease Exhaust	\$
* D3040 Automotive Exhaust	\$
* D3040 Dust Collection Systems	\$
* D3040 Fume & Heat Extraction Systems	\$

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* D3040.1 Science Fume Hoods (Hoods by Others, Exhaust by HVAC)	\$
* D3040.2 Kilns (Kilns by Others, Exhaust by HVAC)	\$
* D3040.3 Radon System (by Plumbing)	\$
* D3040.4 Grilles, Registers, Diffusers, Louvers	\$
* D3040.5 Fire Smoke Dampers	\$
* D3040.6 Ductwork	\$
* D3050 Fan Coil Units	\$
* D3050 Chilled Beams	\$
* D3050 Terminal Units	\$
* D3050 Finned Tube Radiators	\$
* D3050 Unit Heaters	\$
* Rough-In / Conduit for Controls	\$
* D3060 Electrical Metering	\$
* D3060 DDC System	\$
* Seismic Bracing	\$
* Firestopping	\$
* Insulation	\$
* Chemical Water Treatment	\$
* Test & Balance	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$

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* Overhead & Profit

* Add Performance and Payment Bond

SITework - ADA RAMP - BUCKMAN IMPROVEMENTS:

* D3060 Electrical Metering

* Trade Permits

* General Conditions (See Cost Inclusions Matrix Tab)

* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)

* Overhead & Profit

* Add Performance and Payment Bond

SITework - ON-SITE IMPROVEMENTS (WITHIN BENSON PROPERTY LINE):

* D3060 Electrical Metering

* Trade Permits

* General Conditions (See Cost Inclusions Matrix Tab)

* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)

* Overhead & Profit

* Add Performance and Payment Bond

SITework - ROW - RIGHT-OF-WAY IMPROVEMENTS:

* D3060 Electrical Metering

* Trade Permits

* General Conditions (See Cost Inclusions Matrix Tab)

* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)

* Overhead & Profit

* Add Performance and Payment Bond

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Base Bid

\$0.00

ALTERNATES

- * Alternate # 4 - Reference Booklet p.19, item HVAC 11 - VRF system as described in ACCO VE 23-00 HVAC 11 in Z1010.30 Alternates.
- * Alternate #5 - Reference Booklet p.19 item HCAC 14 - VAV system ILO DOAS & Chilled Beams as described in ACCO VE 23-00 HVAC 14 in Z1010.30 Alternates.
- * Alternate #6 - Reference Booklet p.21, item HVAC 01 - Reduce quantity of Chilled Beams as described in PAE VE 23-00 HVAC 01 in Z1010.30 Alternates.
- * Alternate #7 - Reference Booklet p.22, item HVAC 44 - Remove VAV TUs and demand control ventilation from DAS units as described in ACCO VE 23-00 HVAC 44 in Z1010.30 Alternates.
- * Alternate #8 - Reference Wood Window Restoration 02 - Reduce quantity of Chilled Beams as described in PAE VE 08-37 Wood Window Restoration 02, in Z1010.30 Alternates.

INCLUSIONS

Mark "yes" to all yes/no questions >

23-00 HVAC: _____

(HVAC) GENERAL ITEMS: _____

- * (HVAC) The intent of this bid package is to contract with to assist with design and procurement of the scope of work described above. A limited notice to proceed for Preconstruction Services and/or design (as applies) will be issued, until the GMP contract is in place with the Owner-anticipated May/June 2021. Include breakdown on bid form for Preconstruction and/or Design (as applies) only, this amount will become both the initial contract value and the value that would be billed if project was canceled for any reason. Yes No

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* (HVAC) This scope of work description is intended to be indicative of the work to be performed but is not intended to describe all work necessary for a complete job. It is intended that, except as specifically provided herein, there shall be no change orders for any work or features that could be reasonably inferred to be required from the Contract Documents. If any of these instructions are contradictory to the manufacturers' recommendations or violates any code, industry standard, or good practice, it is the responsibility of the Subcontractor to bring this to the attention of the Contractor prior to starting any part of that Scope of Work. Continued... Yes No

* (HVAC) ... Subcontractor is responsible to provide all design, materials, labor, supervision, tools, fasteners, adhesives, escalation and equipment necessary for a complete this scope of work in scope in strict accordance with Andersen Bid Documents, approved plans and specifications, and to bring to the Contractors attention any substantive work missing from this description including but not limited to the following Yes No

* (HVAC) Include Preconstruction Requirements as outlined on Preconstruction Service Requirements scoping, and project schedule for a general idea of project design & construction timing that is planned at this time. Yes No

* (HVAC) RFP Estimate should include all information shown on project documents and narratives issued by Bassetti & subconsultants. Additionally, include all requirements in PPS Design Standards, unless noted on Deviations from PPS Standards dated 8/19/19. Yes No

* (HVAC) Include BIM Requirements as outlined in Project Conditions, Attachment 5.6: BIM Execution Plan Yes No

* (HVAC) Costs of all applicable trade permits, fees, and licenses (other than general building permit) are provided by this Subcontractor. Includes cost of plan check fees, if applicable. Yes No

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* (HVAC) Provide all design-build/engineered framing, seismic bracing, anchoring design, engineering & materials required to support this system, including, but not limited to beams, posts, blocking, hangers, I-joists, plywood, etc. This includes adjustment of floor joist layout for plumbing, electrical, HVAC shafts, and fire sprinkler needs. For existing building assumptions, refer to drawings marked "Record Drawings, for reference Only." If information is not defined on this set of drawings, facility is available for bidder walk-thru for some as built confirmation. Additional information may be available via select demolition depending on school schedule while occupied until June 2021, or during demolition defined in the project schedule. Include coordination of locations and special inspection of anchors.

Yes No

* (HVAC) Subcontractor shall provide anchors to secure equipment or piping. Cast in anchors will be utilized as needed for new work, and all anchors are to be submitted on and approved by the Structural Engineer. In slab coordination of embedded items will need to be coordinated with other MEP trades, Fireproofing Subcontractor, and Concrete Subcontractor. There will be multiple mobilizations required to install slab inserts at all new slabs being poured at the various buildings on the GHS campus.

Yes No

* (HVAC) Note that depending on the final design of the construction documents, seismic / expansion joints may be required at the junction of some of the structures. Contractor shall provide the required expansion and contraction joints in the system as required by code or AHJ.

Yes No

* (HVAC) Contractor is responsible to notify Andersen / Colas when Architectural review is required at various stages of construction as outlined in the spec.

Yes No

* (HVAC) Any work in crawl space area will require special training. Refer to Project Conditions/Safety for additional information regarding confined space/potential hazardous materials (asbestos) in this area & training requirements. Include all costs for appropriate training and PPE in this scope of work.

Yes No

* (HVAC) Includes all necessary coordination with other trades. Every effort will be made to conceal the piping, cabling, etc. within walls or soffits to limit the amount of visible MEP items.

Yes No

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* (HVAC) Subcontractor shall provide access panels as needed for access to this scope of work, to be installed by drywall contractor, this includes fire rated panels where required in rated assemblies. Yes No

* (HVAC) Subcontractor to furnish and install any required backing, miscellaneous embedments, hangers or supports necessary for support of Subcontractors materials or equipment. Yes No

* (HVAC) Includes all work required for mock-ups listed in the specifications/front end documents. Assume 1 Corridor Mock up and 1 Classroom mock up to be built in place for review/coordination (as early as feasible in the project). Yes No

* (HVAC) Provide all required videotaped training of the Owner's personnel in location, function, control and emergency procedures for all fire protection systems and the preventive and periodic maintenance, and emergency repair procedures. The time and location of this training shall be at the sole discretion of the Owner. In addition, provide an approximate thirty (30) minute video of all system, maintenance and operation. Provide a sign-up sheet to the Owner / Contractor of personnel that attended training. Yes No

* (HVAC) A standard warranty as provided with warranty procedures as described in the contract documents. It is specifically noted and agreed that any equipment running before the date of acceptance shall not start the warranty period. Only the receipt of the occupancy permit and substantial completion certificate(s) shall start the warranty period. Includes the Letter of Conformance when all work is complete. Certain specifications require more that 1 year warranty, provide warranties that meet or exceed requirements in specs. Yes No

* (HVAC) Furnish and install all sleeves required in CMU and/or concrete. If sleeves required in the basement walls, include in your pricing for core drilling and link seal of piping through walls. Note that all link seals are to be installed from the inside face of any exterior foundation walls, so that they can be tightened up over time. Yes No

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* (HVAC) Provide all required fire caulking / safing necessary to achieve cover approval from the appropriate inspection agencies fire sprinkler work. Include submittals for fire caulking / safing indicating the methods to be used at various sections of the structure. Fire caulking and safing to be provided in Andersen in accordance with the plans and specifications and governing authorities. Fire caulking at exposed concrete or non painted CMU wall areas shall be gray in color. Subcontractors will agree on one manufacturer to be used for the entire project by each trade. Yes No

* (HVAC) The Subcontractor shall provide sealant around work which passes through cored holes, sleeves, framed, or blocked-out openings, drywall, floors, roofs, exterior walls, etc., in Andersen with local codes and specification requirements. Subcontractor shall provide all caulking, fire safing, flashings, counter flashings putty pads or other materials required for sealing their own penetrations. This work shall ensure prevention from the passage of smoke, gas, and flame between wall and floors and leaking water at waterproof membranes, flashing and roofing. Fire caulking work shall be included within the rough-in schedule for each floor. Yes No

* (HVAC) Penetrations in slab and shear walls are allowed only within the restrictions of the Structural Engineer's design and review / approval. Yes No

* (HVAC) All drilling, boxing, blocking etc. required for this work is to be completed by this Subcontractor. No cutting of structural members shall be allowed without written approval from the Superintendent. The repair cost for any damage caused by unapproved alterations to any part of the structure shall be deducted from contract amount. Yes No

* (HVAC) Coordinate the location of all items with architectural and structural features (including trim, columns, tile, appliances, cabinets, mirrors, etc.). Any items installed that will not allow the installation of designed features will be corrected at no additional cost. Yes No

* (HVAC) Provide all required hoisting for your scope of work. Andersen will not have a crane or forklift on site for subcontractor use. Provide unloading of own material. No long term stock piling of material on site due to limitation of space. Short term storage to be approved by Andersen supervision upon request. Yes No

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* (HVAC) Provide all acoustic, seismic and vibrations control as indicated in the project documents, governing authorities or as normally required for a complete system. Yes No

* (HVAC) Address in your proposal the method for this scope of work/system to remain operational prior to demolition & after demolition is complete. Since demolition will be performed by multiple companies, and in a phased fashion, include costs to install temporary isolation valves if necessary so that buildings and individual "sectors" can be isolated for shut off independently. Coordinate work as necessary with Demolition/Abatement contractors and/or local utility companies. It is intended to have utilities operational during the entire project construction. Some buildings/areas may be completed in advance of other buildings/areas and may need temporary utility feeds. Include the following components in your proposal. Participate in conversations & coordinate with local Fire Dept., PPS, Demo & Abatement contractors to facilitate this goal. Include new system coverage as early as possible with respects to Fire/Life Safety systems. Continued...

Yes No

* (HVAC) ...Include all costs to cut, cap, drain, etc. to prepare system for demolition by others. If your intent is to reuse any part of the existing system, please indicate on proposal form what components you intend to reuse. Include removal and salvage of items related to this system identified in demolition spec (If applies). a. Main Building (Sectors A, B, E, G1, G2, D, I) Isolated from Auditorium-Sector A for some of the work b. Demolition & Construction of New Sectors C, F, H c. Demolition of existing Auto shop d. Relocation of Fire Line (if required) by Civil Contractor e. Maintaining Service with Existing/New Hydrants as pertains to your scope of work. f. Maintaining Temp Power, Gas, Water, Waste as pertains to your scope of work

Yes No

* (HVAC) Refer to Owner Salvage Listing for all items that are required to be salvaged on this project. Perform Salvage work for same items that are included in New work to be removed, packaged, and transferred to a storage location within 25 miles of jobsite.

Yes No

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* (HVAC) It is assumed that the scope of work for demolition and new construction for the Utility Trench(es) will be scoped with typical 5' rule for utilities by Plumbing, Waste, Fire. Assume Civil Contractor will install new utility trench and/or extensions if required. Exception: Electrical is assumed to be located in a separate utility trench (if not already indicated as direct bury) and will be completely furnished & installed (trench, conduit, wiring, etc.) by the electrical contractor if required. Yes No

* (HVAC) Be responsible for the start-up and commissioning of the fire protection system. Attend weekly commissioning coordination meetings, and complete all required start-up and commissioning test forms as required by the Commissioning Agency. Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning. Yes No

* (HVAC) Include all slab on grade demolition/excavation, and existing wall penetrations as needed to facilitate work included in this subcontract. Yes No

* (HVAC) Escalation: refer to RFP Instructions/Budget Breakdown form for price escalation requirements. Yes No

* (HVAC) Include all requirements to safely handle lead/lead content shall be included in this scope of work, and performed by this contractor. Assume all existing surfaces include lead contaminates. A separate abatement contractor will not be hired to abate lead. Yes No

* (HVAC) Coordinate work, including layout for work to be performed by others regarding Asbestos abatement (must be performed by Abatement contractor). Yes No

* (HVAC) Includes all required excavation and backfill for the plumbing underground scope of work for the remaining work on site drawings (within 5' of building) and for work under slab on grade. The slab on grade will be removed by others, trenching & piping placement is included in this scope of work, and includes layout of plumbing under slab utilities, including staking and pot-hole verifications. Yes No

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Portland, OR, United States of America

- * (HVAC) Provide line and grade for own work from grid lines and elevation bench marks provided by others. Yes No

- * (HVAC) Include all requirements pertaining to this scope of work as indicated on LEED Score Card Yes No

- * (HVAC) Price to include all welding required for your scope of work including protection of other trades work. Yes No

- * (HVAC) Review scope of work below regarding temporary services to facilitate demolition and/or construction operations (trailer area and onsite requirements). Include all work, including planning, permitting, etc. for items that are temporary in nature to facilitate project. If design is required solely for temporary items, include in this scope of work. Yes No

- * (HVAC) Portland Public School Standards have been provided for reference only. Include a scoping letter that states that your bid complies with every item in the PPS standards, and if not, provide a marked up version of the PPS standards explaining requested changes to match bid. Yes No

- * (HVAC) It is understood that this project may exceed code minimum. If bidder would like to submit Value Engineering to provide code minimum, ONLY, specify item in spec/PPS standards and deviation that is proposed to reach code minimum ONLY. Yes No

- * (HVAC) Provide all identification markers, labels, tags and related signage per the contract documents and local code/AHJ. Yes No

- * (HVAC) Coordinate with electrical contractor/designers for all power requirements related to your scope of work. Any changes caused by this subcontractor which affects the scope of the electrical firm will be the responsibility of this subcontractor. Yes No

- * (HVAC) Coordinate the location of all items included in your scope of work with architectural and structural features (including trim, white boards, misc. wall mounted items, etc.). Any items installed that will not allow the installation of designed features will be corrected at no extra cost, provided that these design features were apparent at the time of installation. Yes No

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* (HVAC) Provide all testing, sterilization and certification of all systems as required by contract documents or as required by Yes No

governing authorities.

* (HVAC) Andersen will provide egress lighting (via electrical subcontractor scope), each contractor is responsible for their own task lighting. Yes No

* (HVAC) Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning. Yes No

* (HVAC) Subcontractor shall take field measurements of tight or congested areas prior to fabrication of materials. Modifications to the Subcontractor's work due to the Subcontractor's failure to field measure these key areas will be at the Subcontractor's expense. The use of the BIM coordination plan will be used to the greatest extent possible, however, due to timing of the Existing Conditions Building Scan, and incorporation into Revit, some items may require field verification to continue design/coordination without the scan fully available/incorporated. Yes No

(HVAC) SPECIFIC ITEMS:

* (HVAC) Provide all required labor, material, equipment, wiring, and devices for the Mechanical System and Controls System Complete as described in Bid Package 23-00 Specifications. Includes all design, drawings, and start-up for a complete, functioning system. Please note: this scope of work is Design Assist. Yes No

* (HVAC) Provide all heating, air conditioning, and exhaust for all areas indicated on the contract documents. Include all equipment, chilled water supply/return, etc. for a complete system. Include all Building Automation Controls, including conduit for a fully operational system. If design is incomplete, make reasonable assumptions regarding scope to complete design/anticipated design development. Yes No

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- * (HVAC) Provide all acoustical provisions at HVAC equipment, per the contract documents, including but not limited to duct liner, etc. as necessary to achieve acoustical performance and/or State energy requirements. Include temporary acoustic measures as required during construction to comply with City of Portland Noise regulations. Yes No
- * (HVAC) Include flues and venting for boilers. Yes No
- * (HVAC) Furnish and install all smoke dampers and end switches (standard voltage). Wiring and terminations by the electrical contractor. Yes No
- * (HVAC) Includes cooling and ventilation for elevator machine room. Yes No
- * (HVAC) Includes connections to Kitchen equipment supplied by others. Coordinate work, and include all fittings/extensions (including stainless steel) as required to complete installation of Kitchen equipment. Refer to Kitchen equipment / layout drawings for coordination items. Include grease ducts and fire insulation with required cleanouts. Yes No
- * (HVAC) Provide exterior mechanical wall louvers, sleeves and hoods for all penetrations for this scope of work. Yes No
- * (HVAC) Includes cooling and ventilating for electrical rooms, transformer rooms, and other spaces with equipment requiring cooling and ventilation such as data and communication closets. Yes No
- * (HVAC) Provide flat black paint at interior of grilles if the interior is visible. Yes No
- * (HVAC) Scope to include test, balance, start-up and commissioning for this scope of work. Yes No
- * (HVAC) Disconnects and starters for mechanical equipment to be provided by this subcontractor and installed by the electrical contractors in accordance with mechanical and electrical coordination matrix. Yes No
- * (HVAC) Furnish and install all controls wiring, conduit, etc. Coordinate requirements for line voltage power with electrical contractor. Yes No
- * (HVAC) Provide pumps on condensate lines as required per length of run. Yes No

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* (HVAC) Scope includes furnish and install of heat trace as required on mechanical piping. Fire sprinkler piping and plumbing piping trace by others. Yes No

* (HVAC) Include draining down of all existing mechanical units that have Freon, dispose of Freon at approved location. Yes No

(HVAC) EXCLUDED ITEMS:

* Plumbing Yes No

* Temporary Services Yes No

(HVAC) GENERAL:

* (HVAC) Temporary Facilities are currently under development, a general list of requirements, based on a similar project is provided below to assist with budgeting process. MEP trades will assist in developing a final temp utility plan for the project. Each trade will be required to issue a narrative and drawing to demonstrate plan development and finalization. See attached Temporary Utility Service Assumptions Matrix and plan for general information/locations. Yes No

* (HVAC) In preparation of Demolition work starting Summer 2021, all trades will be requested to provide a plan for PREP work to occur during summer of 2020 to reduce the amount of time after building is vacated in summer 2021 to "make safe for demolition" activities completion. This early work will be issued as an early work authorization prior to GMP. Yes No

* (HVAC) All labor, supervision, materials, tools, equipment, fasteners, and adhesives as required to furnish install a complete system as outlined in the perspective bid package in accordance with all State Codes, Local Codes, NSC standards and jurisdictional codes & requirements, and in accordance with the contract documents. Yes No

* (HVAC) Include all trade specific permits. Yes No

* (HVAC) Inspect and test each service before placing temporary services in use. Arrange for required inspections and tests by governing authorities and obtain required certifications and permits for use. Inspect the power supply system from incoming gear to the spider boxes once a month. Report to Andersen and defects and results of monthly inspections. Yes No

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* (HVAC) Operate temporary services in a safe and efficient manner. Do not overload temporary services and facilities and do not let them interfere with the progress of work. Yes No

* (HVAC) Should services of an independent engineer be required to survey existing and or temporary services, cost shall be included by contractor. Do not allow hazardous conditions to develop or persist at the site. Yes No

(HVAC) TEMPORARY UTILITIES:

* (HVAC) Engage local utility companies to install temporary service to project or to make connections to existing service. Yes No

* (HVAC) Arrange with companies, Owner, and Andersen for an acceptable time for service interruptions, where necessary, to make connections for temporary services. Yes No

* (HVAC) Maintain service to Radio Station (Building I) to the greatest extent possible. Coordinate shutdowns as required. Yes No

23-00.1 CONTROLS:

(CONTROLS) GENERAL ITEMS:

* (Controls) The intent of this bid package is to contract with to assist with design and procurement of the scope of work described above. A limited notice to proceed for Preconstruction Services and/or design (as applies) will be issued, until the GMP contract is in place with the Owner-anticipated May/June 2021. Include breakdown on bid form for Preconstruction and/or Design (as applies) only, this amount will become both the initial contract value and the value that would be billed if project was canceled for any reason. Yes No

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* (Controls) This scope of work description is intended to be indicative of the work to be performed but is not intended to describe all work necessary for a complete job. It is intended that, except as specifically provided herein, there shall be no change orders for any work or features that could be reasonably inferred to be required from the Contract Documents. If any of the instructions in the Scope of Work is contradictory to the manufacturers' recommendations or violates any code, industry standard, or good practice, it is the responsibility of the Subcontractor to bring this to the attention of the Contractor prior to starting any part of that Scope of Work. Continued... Yes No

* (Controls) ... Subcontractor is responsible to provide all design, materials, labor, supervision, tools, fasteners, adhesives, escalation and equipment necessary for a complete this scope of work in scope in strict accordance with Andersen Bid Documents, approved plans and specifications, and to bring to the Contractors attention any substantive work missing from this description including but not limited to the following Yes No

* (Controls) Include Preconstruction Requirements as outlined on Preconstruction Service Requirements scoping, and project schedule for a general idea of project design & construction timing that is planned at this time. Yes No

* (Controls) RFP Estimate should include all information shown on project documents and narratives issued by Bassetti & subconsultants. Additionally, include all requirements in PPS Design Standards, unless noted on Deviations from PPS Standards dated 8/19/19. Yes No

* (Controls) Include BIM Requirements as outlined in Project Conditions, Attachment 5.6: BIM Execution Plan Yes No

* (Controls) Costs of all applicable trade permits, fees, and licenses (other than general building permit) are provided by this Subcontractor. Includes cost of plan check fees, if applicable. Yes No

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* (Controls) Provide all design-build/engineered framing, seismic bracing, anchoring design, engineering & materials required to support this system, including, but not limited to beams, posts, blocking, hangers, I-joists, plywood, etc. This includes adjustment of floor joist layout for plumbing, electrical, HVAC shafts, and fire sprinkler needs. For existing building assumptions, refer to drawings marked "Record Drawings, for reference Only." If information is not defined on this set of drawings, facility is available for bidder walk-thru for some as built confirmation. Additional information may be available via select demolition depending on school schedule while occupied until June 2021, or during demolition defined in the project schedule. Include coordination of locations and special inspection of anchors.

Yes No

* (Controls) Subcontractor shall provide anchors to secure equipment or piping. Cast in anchors will be utilized as needed for new work, and all anchors are to be submitted on and approved by the Structural Engineer. In slab coordination of embedded items will need to be coordinated with other MEP trades, Fireproofing Subcontractor, and Concrete Subcontractor. There will be multiple mobilizations required to install slab inserts at all new slabs being poured at the various buildings on the GHS campus.

Yes No

* (Controls) Note that depending on the final design of the construction documents, seismic / expansion joints may be required at the junction of some of the structures. Contractor shall provide the required expansion and contraction joints in the system as required by code or AHJ.

Yes No

* (Controls) Contractor is responsible to notify Andersen / Colas when Architectural review is required at various stages of construction as outlined in the spec.

Yes No

* (Controls) Any work in crawl space area will require special training. Refer to Project Conditions/Safety for additional information regarding confined space/potential hazardous materials (asbestos) in this area & training requirements. Include all costs for appropriate training and PPE in this scope of work.

Yes No

* (Controls) Includes all necessary coordination with other trades. Every effort will be made to conceal the piping, cabling, etc. within walls or soffits to limit the amount of visible MEP items.

Yes No

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* (Controls) Subcontractor shall provide access panels as needed for access to this scope of work, to be installed by drywall contractor, this includes fire rated panels where required in rated assemblies. Yes No

* (Controls) Subcontractor to furnish and install any required backing, miscellaneous embedments, hangers or supports necessary for support of Subcontractors materials or equipment. Yes No

* (Controls) Includes all work required for mock-ups listed in the specifications/front end documents. Assume 1 Corridor Mock up and 1 Classroom mock up to be built in place for review/coordination (as early as feasible in the project). Yes No

* (Controls) Provide all required videotaped training of the Owner's personnel in location, function, control and emergency procedures for all fire protection systems and the preventive and periodic maintenance, and emergency repair procedures. The time and location of this training shall be at the sole discretion of the Owner. In addition, provide an approximate thirty (30) minute video of all system, maintenance and operation. Provide a sign-up sheet to the Owner / Contractor of personnel that attended training. Yes No

* (Controls) A standard warranty as provided with warranty procedures as described in the contract documents. It is specifically noted and agreed that any equipment running before the date of acceptance shall not start the warranty period. Only the receipt of the occupancy permit and substantial completion certificate(s) shall start the warranty period. Includes the Letter of Conformance when all work is complete. Certain specifications require more that 1 year warranty, provide warranties that meet or exceed requirements in specs. Yes No

* (Controls) Furnish and install all sleeves required in CMU and/or concrete. If sleeves required in the basement walls, include in your pricing for core drilling and link seal of piping through walls. Note that all link seals are to be installed from the inside face of any exterior foundation walls, so that they can be tightened up over time. Yes No

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* (Controls) Provide all required fire caulking / safining necessary to achieve cover approval from the appropriate inspection agencies fire sprinkler work. Include submittals for fire caulking / safining indicating the methods to be used at various sections of the structure. Fire caulking and safining to be provided in Andersen in accordance with the plans and specifications and governing authorities. Fire caulking at exposed concrete or non painted CMU wall areas shall be gray in color. Subcontractors will agree on one manufacturer to be used for the entire project by each trade. Yes No

* (Controls) The Subcontractor shall provide sealant around work which passes through cored holes, sleeves, framed, or blocked-out openings, drywall, floors, roofs, exterior walls, etc., in Andersen with local codes and specification requirements. Subcontractor shall provide all caulking, fire safining, flashings, counter flashings putty pads or other materials required for sealing their own penetrations. This work shall ensure prevention from the passage of smoke, gas, and flame between wall and floors and leaking water at waterproof membranes, flashing and roofing. Fire caulking work shall be included within the rough-in schedule for each floor. Yes No

* (Controls) Penetrations in slab and shear walls are allowed only within the restrictions of the Structural Engineer's design and review / approval. Yes No

* (Controls) All drilling, boxing, blocking etc. required for this work is to be completed by this Subcontractor. No cutting of structural members shall be allowed without written approval from the Superintendent. The repair cost for any damage caused by unapproved alterations to any part of the structure shall be deducted from contract amount. Yes No

* (Controls) Coordinate the location of all items with architectural and structural features (including trim, columns, tile, appliances, cabinets, mirrors, etc.). Any items installed that will not allow the installation of designed features will be corrected at no additional cost. Yes No

* (Controls) Provide all required hoisting for your scope of work. Andersen will not have a crane or forklift on site for subcontractor use. Provide unloading of own material. No long term stock piling of material on site due to limitation of space. Short term storage to be approved by Andersen supervision upon request. Yes No

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* (Controls) Provide all acoustic, seismic and vibrations control as indicated in the project documents, governing authorities or as normally required for a complete system. Yes No

* (Controls) Address in your proposal the method for this scope of work/system to remain operational prior to demolition & after demolition is complete. Since demolition will be performed by multiple companies, and in a phased fashion, include costs to install temporary isolation valves if necessary so that buildings and individual "sectors" can be isolated for shut off independently. Coordinate work as necessary with Demolition/Abatement contractors and/or local utility companies. It is intended to have utilities operational during the entire project construction. Some buildings/areas may be completed in advance of other buildings/areas and may need temporary utility feeds. Continued... Yes No

* (Controls) ... Include the following components in your proposal. Participate in conversations & coordinate with local Fire Dept., PPS, Demo & Abatement contractors to facilitate this goal. Include new system coverage as early as possible with respects to Fire/Life Safety systems. Include all costs to cut, cap, drain, etc. to prepare system for demolition by others. If your intent is to reuse any part of the existing system, please indicate which components. Include removal and salvage of items related to this system identified in demolition spec (If applies). a. Main Building (Sectors A, B, E, G1, G2, D, I) Isolated from Auditorium-Sector A for some of the work b. Demolition & Construction of New Sectors C, F, H c. Demolition of existing Auto shop d. Relocation of Fire Line (if required) by Civil Contractor e. Maintaining Service with Existing/New Hydrants as pertains to your scope of work. f. Maintaining Temp Power, Gas, Water, Waste as pertains to your scope of work Yes No

* (Controls) Refer to Owner Salvage Listing for all items that are required to be salvaged on this project. Perform Salvage work for same items that are included in New work to be removed, packaged, and transferred to a storage location within 25 miles of jobsite. Yes No

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- * (Controls) It is assumed that the scope of work for demolition and new construction for the Utility Trench(es) will be scoped with typical 5' rule for utilities by Plumbing, Waste, Fire. Assume Civil Contractor will install new utility trench and/or extensions if required. Exception: Electrical is assumed to be located in a separate utility trench (if not already indicated as direct bury) and will be completely furnished & installed (trench, conduit, wiring, etc.) by the electrical contractor if required. Yes No
-
- * (Controls) Be responsible for the start-up and commissioning of the fire protection system. Attend weekly commissioning coordination meetings, and complete all required start-up and commissioning test forms as required by the Commissioning Agency. Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning. Yes No
-
- * (Controls) Include all slab on grade demolition/excavation, and existing wall penetrations as needed to facilitate work included in this subcontract. Yes No
-
- * (Controls) Escalation: refer to RFP Instructions/Budget Breakdown form for price escalation requirements. Yes No
-
- * (Controls) Include all requirements to safely handle lead/lead content shall be included in this scope of work, and performed by this contractor. Assume all existing surfaces include lead contaminates. A separate abatement contractor will not be hired to abate lead. Yes No
-
- * (Controls) Coordinate work, including layout for work to be performed by others regarding Asbestos abatement (must be performed by Abatement contractor). Yes No
-
- * (Controls) Includes all required excavation and backfill for the plumbing underground scope of work for the remaining work on site drawings (within 5' of building) and for work under slab on grade. The slab on grade will be removed by others, trenching & piping placement is included in this scope of work, and includes layout of plumbing under slab utilities, including staking and pot-hole verifications. Yes No
-

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- * (Controls) Provide line and grade for own work from grid lines and elevation bench marks provided by others. Yes No

- * (Controls) Include all requirements pertaining to this scope of work as indicated on LEED Score Card Yes No

- * (Controls) Price to include all welding required for your scope of work including protection of other trades work. Yes No

- * (Controls) Review scope of work below regarding temporary services to facilitate demolition and/or construction operations (trailer area and onsite requirements). Include all work, including planning, permitting, etc. for items that are temporary in nature to facilitate project. If design is required solely for temporary items, include in this scope of work. Yes No

- * (Controls) Portland Public School Standards have been provided for reference only. Include a scoping letter that states that your bid complies with every item in the PPS standards, and if not, provide a marked up version of the PPS standards explaining requested changes to match bid. Yes No

- * (Controls) It is understood that this project may exceed code minimum. If bidder would like to submit Value Engineering to provide code minimum, ONLY, specify item in spec/PPS standards and deviation that is proposed to reach code minimum ONLY. Yes No

- * (Controls) Provide all identification markers, labels, tags and related signage per the contract documents and local code/AHJ. Yes No

- * (Controls) Coordinate with electrical contractor/designers for all power requirements related to your scope of work. Any changes caused by this subcontractor which affects the scope of the electrical firm will be the responsibility of this subcontractor. Yes No

- * (Controls) Coordinate the location of all items included in your scope of work with architectural and structural features (including trim, white boards, misc. wall mounted items, etc.). Any items installed that will not allow the installation of designed features will be corrected at no extra cost, provided that these design features were apparent at the time of installation. Yes No

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* (Controls) Provide all testing, sterilization and certification of all systems as required by contract documents or as required by governing authorities. Yes No

* (Controls) Andersen will provide egress lighting (via electrical subcontractor scope), each contractor is responsible for their own task lighting. Yes No

* (Controls) Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning. Yes No

* (Controls) Subcontractor shall take field measurements of tight or congested areas prior to fabrication of materials. Modifications to the Subcontractor's work due to the Subcontractor's failure to field measure these key areas will be at the Subcontractor's expense. The use of the BIM coordination plan will be used to the greatest extent possible, however, due to timing of the Existing Conditions Building Scan, and incorporation into Revit, some items may require field verification to continue design/coordination without the scan fully available/incorporated. Yes No

(CONTROLS) SPECIFIC ITEMS:

* (Controls) Provide all required labor, material, equipment, wiring (including raceways), and devices for the Building Automation (Controls) as described in Specifications. Includes all design, drawings, and start-up for a complete, functioning system. Please note: this scope of work is Design Build. Yes No

* (Controls) Scope includes all labor and materials for a complete project with all required/necessary programming, start up, wiring, and check out for a complete turnkey system. Yes No

* (Controls) Scope includes controls for but not limited to: all AHU, VAV AHU, HRV AHU, all exhaust fans, FCU, Fan powered box w/HW reheat, VAV w/HW reheat, VAV cool only, CVT/FPR/FTR, RCP, Boiler HW System, sump pumps, power supplies, enclosures, input/output modules, all sensors, humidity sensors, pressure sensors, all relays, all switches, all control power transformers, variable frequency drives, etc.. Yes No

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- * (Controls) Scope includes but not limited to all required components for a complete system including provide and monitor all air temp, air pressure, HW valve, RA smoke detector, all air dampers, SA, EA VFD, OSA Airflow stations, 2 stages of DX cooling, room pressure sensor, low temp sensor, valve actuators, sump pumps, immersion temps. Water pumps, generator points (running, warning, failure, low fuel etc.), Natural gas, PV KH meter, power to DDC, all CO2 sensors, butterfly valves, flow meters, DP sensors, etc.. Yes No

- * (Controls) Scope includes provide and install all control valves, control dampers, air flow stations and water flow meters, including nipples and block valves, pipe flow switches, temperature wells, pipe pressure transmitter tapes, including nipple and block valves. Yes No

- * (Controls) Scope includes wire colored coding as per the specifications. All control wiring will require slide-on type wire markers. Andersen reserves the right to review, and approve the wire numbering scheme. Yes No

- * (Controls) Scope includes all required labor and materials for a complete network system (Primary and secondary) Yes No

- * (Controls) Scope includes all labor and materials for all required/necessary servers, Jace controllers, power supplies, communications, input/output modules. Yes No

- * (Controls) Scope includes a fully functioning BACnet capable system. Including all required pushbutton override stations. All programing and testing for a complete functioning system per manufacture specifications. Yes No

- * (Controls) Scope includes labor and materials for integration of all field equipment panels (furnished by others). See attached Controls Matrix for a breakdown of responsibilities by trade. Yes No

- * (Controls) Scope includes labor and material for a full integrated automation software for control and monitoring networks. Including the specific instructions included in specifications. Yes No

- * (Controls) Scope includes individually licensed controllers. Yes No

- * (Controls) The new project areas will have a complete new electronic direct digital controls (DDC) system. All the new systems will have a graphical interface. The graphic screens will be a "submittal" item, to be approved by the owner. Yes No

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* (Controls) The controls contractor shall be responsible for all wire, and terminations for the controls system. Conduit to be provided as part of this package Yes No

* (Controls) The control contractor shall furnish all instrumentation, control devices, and associated hardware. Yes No

* (Controls) Instrument calibration/loop tuning and loop checks shall be performed and documented by the controls contractor. Yes No

* (Controls) Controls contractor to identify location needed for all 120 Volt power for the controls system. Yes No

* (Controls) Controls contractor to furnish and install outdoor static pressure sensors. Yes No

* (Controls) UPS equipment required for building controls will be provided by the controls contractor. Yes No

* (Controls) Scope includes owner training on the full system once the system has been installed and completely commissioned by this subcontractor with no errors or open items. Yes No

* (Controls) Scope includes support to the third-party commissioning agent for the project as required. Yes No

* (Controls) Scope includes a functional performance test plan in accordance to spec sections Yes No

* (Controls) Include costs for factory training, for specialty equipment as required to train controls staff as needed (May occur at manufacturer training facilities, depending on equipment selected). Yes No

(CONTROLS) TEMPORARY SERVICES: _____

(CONTROLS) GENERAL: _____

* (Controls) Temporary Facilities are currently under development, a general list of requirements, based on a similar project is provided below to assist with budgeting process. MEP trades will assist in developing a final temp utility plan for the project. Each trade will be required to issue a narrative and drawing to demonstrate plan development and finalization. See attached Temporary Utility Service Assumptions Matrix and plan for general information/locations. Yes No

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* (Controls) In preparation of Demolition work starting Summer 2021, all trades will be requested to provide a plan for PREP work to occur during summer of 2020 to reduce the amount of time after building is vacated in summer 2021 to "make safe for demolition" activities completion. This early work will be issued as an early work authorization prior to GMP. Yes No

* (Controls) All labor, supervision, materials, tools, equipment, fasteners, and adhesives as required to furnish install a complete system as outlined in the perspective bid package in accordance with all State Codes, Local Codes, NSC standards and jurisdictional codes & requirements, and in accordance with the contract documents. Yes No

* (Controls) Include all trade specific permits. Yes No

* (Controls) Inspect and test each service before placing temporary services in use. Arrange for required inspections and tests by governing authorities and obtain required certifications and permits for use. Inspect the power supply system from incoming gear to the spider boxes once a month. Report to Andersen and defects and results of monthly inspections.. Yes No

* (Controls) Operate temporary services in a safe and efficient manner. Do not overload temporary services and facilities and do not let them interfere with the progress of work. Yes No

* (Controls) Should services of an independent engineer be required to survey existing and or temporary services, cost shall be included by contractor. Do not allow hazardous conditions to develop or persist at the site. Yes No

(CONTROLS) TEMPORARY UTILITIES:

* (Controls) Engage local utility companies to install temporary service to project or to make connections to existing service. Yes No

* (Controls) Arrange with companies, Owner, and Andersen for an acceptable time for service interruptions, where necessary, to make connections for temporary services. Yes No

* (Controls) Maintain service to Radio Station (Building I) to the greatest extent possible. Coordinate shutdowns as required. Yes No

GENERAL ACKNOWLEDGMENTS

Mark "yes" to all yes/no questions >

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BUDGET SUMMARY (DIRECT COST SUBTOTAL OF EACH BUILDING FROM ABOVE):

* Demo of 1916 Boiler House & 1953 Science Wing (Safe-Off Only)	\$
* Demo of 1918 South Shop Wing (Safe-Off Only)	\$
* Demo of 1953 Automotive Building (Safe-Off Only)	\$
* Building A - 1930 Auditorium Building	\$
* Building B - 1991 Library Building	\$
* Building C - New North Wing w/ Salvaged 1917 Historic Wall	\$
* Building D - 1917 Foundry Building	\$
* Building E - 1916 Main Building	\$
* Building F - New Commons Building	\$
* Building G1 - 1925 Aux Gym Building	\$
* Building G2 - 1964 Main Gym Building	\$
* Building H - New South Shop Building	\$
* Building I - 1992 KBPS Building	\$
* Sitework - ADA Ramp - Buckman Improvements	\$
* Sitework - On-Site Improvements (within Benson Property Line)	\$
* Sitework - ROW - Right-of-Way Improvements	\$

SUMMARY INDIRECTS:

* Overhead & Profit Total All Buildings & Site Categories	\$
* Preconstruction Total All Buildings & Site Categories	\$
* BIM - During Preconstruction (up to 50% CD) Total all Buildings & Site Categories	\$
* BIM - During Construction (after 50% CD) Total all Buildings & Site Categories	\$

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* Oregon Corporate Activities Tax	\$
* OCIP Credit	\$
* Performance & Payment Bond	\$

ALL ANDERSEN RFP DOCUMENTS (SEE FILE 00 RFP TABLE OF CONTENTS FOR COMPLETE LISTING):

- * 01 Request for Proposals & Instructions Yes No
- * 02 Estimating Forms (Use Building Connected) Yes No
- * 03 Scope of Work (Use Building Connected) Yes No
- * 04 Document Listing Yes No
- * 05 Project Schedules Yes No
- * 06 Subcontractor Prequalification Requirements Yes No
- * 07 Subcontractor Agreement Form and All Exhibits (Key Exhibits Highlighted Below, See TOC for Complete Listing) Yes No
- * 07 SC Exhibit 5 Site Specific Work Regulations Yes No
- * 07 SC Exhibit 5.1 BHS PPS/Andersen Prime Agreement Yes No
- * 07 SC Exhibit 5.2 Career Learning Requirements Yes No
- * 07 SC Exhibit 5.3 Contractor Workforce Training & Hiring Program Yes No
- * 07 SC Exhibit 5.4 Insurance Requirements - PPS OCIP Guidebook & Enrollment Forms - Sample Yes No
- * 07 SC Exhibit 5.5 Insurance Requirements - PPS Non-OCIP - Sample Yes No
- * 07 SC Exhibit 5.6 BIM Execution Plan Yes No
- * 07 SC Exhibit 5.7 BOLI Wage Rates (July 2019 Booklet for Reference Only) Yes No
- * 07 SC Exhibit 6 Site Logistics Plan Yes No
- * 07 SC Exhibit A Safety Handbook 2018 Yes No
- * 07 SC Exhibit B Anti-Harassment Policy 2018 Yes No
- * 07 SC Exhibit C Safety Disciplinary Policy Yes No

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DOCUMENT LISTING (SEE TABLE OF CONTENTS FOR FULL LISTING):

- * Bassetti 100% Schematic Design Package dated August 19, 2019 Yes No
- * PPS Standards Yes No
- * Record Drawings Yes No
- * Environmental, Historical, and Diligence Reports Yes No

SUBMITTAL AND PRODUCT DELIVERY ARE IMPORTANT FACTORS IN CONTRACT AWARD; PROVIDE THE FOLLOWING SCHEDULE INFORMATION:

Submittals - list number of days required to complete	<input type="text" value="input response here"/>
Product Data - list number of days required to complete	<input type="text" value="input response here"/>
Shop Drawings - list number of days required to complete	<input type="text" value="input response here"/>
Material Lead Time (after approved submittals) - list number of days	<input type="text" value="input response here"/>
Date of Material / Equipment Delivery FOB jobsite	<input type="text" value="input response here"/>

BOND INFORMATION

* Provide added cost for performance and payment bond

FEES AND MARKUPS

* Mark up on Own Work (Max 15% Labor, 10% Equipment, 10% Materials) %

* Mark up on lower tier subs (Max 10% for \$0-\$5k, 5% for >\$5k) %

LABOR RATES

Foreman Standard Time	per hour	<input type="text" value="\$"/>
Foreman Time-and-a-Half	per hour	<input type="text" value="\$"/>
Foreman Double Time	per hour	<input type="text" value="\$"/>

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Journeyman Standard Time	per hour	\$ <input type="text"/>
Journeyman Time-and-a-Half	per hour	\$ <input type="text"/>
Journeyman Double Time	per hour	\$ <input type="text"/>
Apprentice Standard Time	per hour	\$ <input type="text"/>
Apprentice Time-and-a-Half	per hour	\$ <input type="text"/>
Apprentice Double Time	per hour	\$ <input type="text"/>
Other Standard Time	per hour	\$ <input type="text"/>
Other Time-and-a-Half	per hour	\$ <input type="text"/>
Other Double Time	per hour	\$ <input type="text"/>

CERTIFICATIONS

- * Is your firm a state certified Minority Business Enterprise? Yes No
- * Is your firm a state certified Women-Owned Business Enterprise? Yes No
- * Is your firm a state certified Emerging Small Business? Yes No
- * Is your firm a state certified Disadvantaged Business Enterprise? Yes No
- * Is your firm a state certified Disabled Veteran-Owned Business Enterprise? Yes No
- * Is your firm union or non-union?

DISCLAIMERS AND CLARIFICATIONS

Andersen is an equal opportunity employer and strongly encourages the participation of emerging small business, women-owned, disadvantaged, disabled veterans and minority enterprises.

IN SUBMITTING THIS BID, YOUR FIRM AGREES TO THE FOLLOWING CONDITIONS:

- To hold bid open for the number of days as specified in the Request for Bids and Bid Instruction
- To accept the provisions of the Front End Documents and Divisions 00 and 01 specifications
- To enter into and execute an unmodified Subcontract / Purchase Agreement if awarded on the basis of this bid

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To accomplish the Work in accordance with the Contract Documents

To commence work under this contract immediately when directed and substantially complete the work within the durations shown on the project schedule

ATTACHMENTS

 *upload files*

AOR-1907: Benson High School - Trade Package 1

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Bid package created on Sep 6, 2019 at 8:28 PDT

Andersen Construction Company

6712 N Cutter Cir, Portland, OR 97217, USA

Elliott Bourgeois | Assistant Estimator | (503) 283-6712 | ebourgeois@andersen-const.com



LINE ITEMS

Description	Quantity	Unit Cost	Total Cost
DEMO OF 1916 BOILER HOUSE & 1953 SCIENCE WING (SAFE-OFF ONLY):			
* Safe-Off at Structures to be Demolished			\$ <input type="text"/>
* Safe-Off for Interior Demo at Structures to Remain			\$ <input type="text"/>
* Temp Electrical Service (does not include consumption)			\$ <input type="text"/>
* Temp Lighting (does not include consumption)			\$ <input type="text"/>
* Trade Permits			\$ <input type="text"/>
* Design Fees for PV Scope			\$ <input type="text"/>
* General Conditions (See Cost Inclusions Matrix Tab)			\$ <input type="text"/>
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)			\$ <input type="text"/>
* Overhead & Profit			\$ <input type="text"/>
* Add performance and payment bond			\$ <input type="text"/>
DEMO OF 1918 SOUTH SHOP WING (SAFE-OFF ONLY):			
* Safe-Off at Structures to be Demolished			\$ <input type="text"/>
* Safe-Off for Interior Demo at Structures to Remain			\$ <input type="text"/>
* Temp Electrical Service (does not include consumption)			\$ <input type="text"/>
* Temp Lighting (does not include consumption)			\$ <input type="text"/>

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* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$
DEMO OF 1953 AUTOMOTIVE BUILDING (SAFE-OFF ONLY):	
* Safe-Off at Structures to be Demolished	\$
* Safe-Off for Interior Demo at Structures to Remain	\$
* Temp Electrical Service (does not include consumption)	\$
* Temp Lighting (does not include consumption)	\$
* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$
BUILDING A - 1930 AUDITORIUM BUILDING:	
* D5010 Power Service	\$
* D5010 Power Distribution	\$
* D5020 Light Fixtures & Controls - Purchase Only - Theater	\$
* D5020 Light Fixtures & Controls - Purchase Only - All Other	\$

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* D5020 Light Fixtures & Controls - Install Only (including receipt, inventory, coordination) - Theater	\$
* D5020 Light Fixtures & Controls - Install Only (including receipt, inventory, coordination) - All Other	\$
* Rough-In Fire Alarm	\$
* Rough-In Distributed Antenna System (DAS)	\$
* Rough-In Security, Access, and Surveillance	\$
* Rough-In Video Surveillance	\$
* Rough-In Voice & Data Systems	\$
* Rough-In Public Address & Music Systems	\$
* Rough-In Audio/Visual	\$
* Cable Tray for Low Voltage Systems	\$
* Mechanical Connections	\$
* D5090 PV Arrays	\$
* G4010 Transformers	\$
* G4010 Generator - 80 kW	\$
* D5030 Fire Alarm - Wiring & Devices	\$
* D5030 Security Access & Surveillance - Wiring & Devices	\$
* D5030 Video Surveillance - Wiring & Devices	\$
* D5030 Clock & Paging System - Devices	\$
* D5030 Voice & Data Systems - Wiring & Devices	\$
* D5030 Public Address & Music Systems - Wiring & Devices	\$
* Temp Electrical Service (does not include consumption)	\$
* Temp Lighting (does not include consumption)	\$
* Trenching & Backfill - Building	\$

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* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Heat Trace	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$

BUILDING B - 1991 LIBRARY BUILDING:

* D5010 Power Service	\$
* D5010 Power Distribution	\$
* D5020 Light Fixtures & Controls - Purchase Only - All Other	\$
* D5020 Light Fixtures & Controls - Install Only (including receipt, inventory, coordination) - All Other	\$
* Rough-In Fire Alarm	\$
* Rough-In Distributed Antenna System (DAS)	\$
* Rough-In Security, Access, and Surveillance	\$
* Rough-In Video Surveillance	\$
* Rough-In Voice & Data Systems	\$
* Rough-In Public Address & Music Systems	\$

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* Rough-In Audio/Visual	\$
* Cable Tray for Low Voltage Systems	\$
* Mechanical Connections	\$
* D5090 PV Arrays	\$
* G4010 Transformers	\$
* G4010 Generator - 80 kW	\$
* D5030 Fire Alarm - Wiring & Devices	\$
* D5030 Security Access & Surveillance - Wiring & Devices	\$
* D5030 Video Surveillance - Wiring & Devices	\$
* D5030 Clock & Paging System - Devices	\$
* D5030 Voice & Data Systems - Wiring & Devices	\$
* D5030 Public Address & Music Systems - Wiring & Devices	\$
* Temp Electrical Service (does not include consumption)	\$
* Temp Lighting (does not include consumption)	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Heat Trace	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$

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* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$

BUILDING C - NEW NORTH WING W/ SALVAGED 1917 HISTORIC WALL:

* D5010 Power Service	\$
* D5010 Power Distribution	\$
* D5020 Light Fixtures & Controls - Purchase Only - All Other	\$
* D5020 Light Fixtures & Controls - Install Only (including receipt, inventory, coordination) - All Other	\$
* Rough-In Fire Alarm	\$
* Rough-In Distributed Antenna System (DAS)	\$
* Rough-In Security, Access, and Surveillance	\$
* Rough-In Video Surveillance	\$
* Rough-In Voice & Data Systems	\$
* Rough-In Public Address & Music Systems	\$
* Rough-In Audio/Visual	\$
* Cable Tray for Low Voltage Systems	\$
* Mechanical Connections	\$
* D5090 PV Arrays	\$
* G4010 Transformers	\$
* G4010 Generator - 80 kW	\$
* D5030 Fire Alarm - Wiring & Devices	\$
* D5030 Security Access & Surveillance - Wiring & Devices	\$

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* D5030 Video Surveillance - Wiring & Devices	\$
* D5030 Clock & Paging System - Devices	\$
* D5030 Voice & Data Systems - Wiring & Devices	\$
* D5030 Public Address & Music Systems - Wiring & Devices	\$
* Temp Electrical Service (does not include consumption)	\$
* Temp Lighting (does not include consumption)	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Heat Trace	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$

BUILDING D - 1917 FOUNDRY BUILDING:

* D5010 Power Service	\$
* D5010 Power Distribution	\$
* D5020 Light Fixtures & Controls - Purchase Only - All Other	\$

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* D5020 Light Fixtures & Controls - Install Only (including receipt, inventory, coordination) - All Other	\$
* Rough-In Fire Alarm	\$
* Rough-In Distributed Antenna System (DAS)	\$
* Rough-In Security, Access, and Surveillance	\$
* Rough-In Video Surveillance	\$
* Rough-In Voice & Data Systems	\$
* Rough-In Public Address & Music Systems	\$
* Rough-In Audio/Visual	\$
* Cable Tray for Low Voltage Systems	\$
* Mechanical Connections	\$
* D5090 PV Arrays	\$
* G4010 Transformers	\$
* G4010 Generator - 80 kW	\$
* D5030 Fire Alarm - Wiring & Devices	\$
* D5030 Security Access & Surveillance - Wiring & Devices	\$
* D5030 Video Surveillance - Wiring & Devices	\$
* D5030 Clock & Paging System - Devices	\$
* D5030 Voice & Data Systems - Wiring & Devices	\$
* D5030 Public Address & Music Systems - Wiring & Devices	\$
* Temp Electrical Service (does not include consumption)	\$
* Temp Lighting (does not include consumption)	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$

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* Seismic Bracing	\$
* Firestopping	\$
* Heat Trace	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$

BUILDING E - 1916 MAIN BUILDING:

* D5010 Power Service	\$
* D5010 Power Distribution	\$
* D5020 Light Fixtures & Controls - Purchase Only - All Other	\$
* D5020 Light Fixtures & Controls - Install Only (including receipt, inventory, coordination) - All Other	\$
* Rough-In Fire Alarm	\$
* Rough-In Distributed Antenna System (DAS)	\$
* Rough-In Security, Access, and Surveillance	\$
* Rough-In Video Surveillance	\$
* Rough-In Voice & Data Systems	\$
* Rough-In Public Address & Music Systems	\$
* Rough-In Audio/Visual	\$

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* Cable Tray for Low Voltage Systems	\$
* Mechanical Connections	\$
* D5090 PV Arrays	\$
* G4010 Transformers	\$
* G4010 Generator - 80 kW	\$
* D5030 Fire Alarm - Wiring & Devices	\$
* D5030 Security Access & Surveillance - Wiring & Devices	\$
* D5030 Video Surveillance - Wiring & Devices	\$
* D5030 Clock & Paging System - Devices	\$
* D5030 Voice & Data Systems - Wiring & Devices	\$
* D5030 Public Address & Music Systems - Wiring & Devices	\$
* Temp Electrical Service (does not include consumption)	\$
* Temp Lighting (does not include consumption)	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Heat Trace	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$

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* Overhead & Profit	\$
* Add performance and payment bond	\$
BUILDING F - NEW COMMONS BUILDING:	
* D5010 Power Service	\$
* D5010 Power Distribution	\$
* D5020 Light Fixtures & Controls - Purchase Only - All Other	\$
* D5020 Light Fixtures & Controls - Install Only (including receipt, inventory, coordination) - All Other	\$
* Rough-In Fire Alarm	\$
* Rough-In Distributed Antenna System (DAS)	\$
* Rough-In Security, Access, and Surveillance	\$
* Rough-In Video Surveillance	\$
* Rough-In Voice & Data Systems	\$
* Rough-In Public Address & Music Systems	\$
* Rough-In Audio/Visual	\$
* Cable Tray for Low Voltage Systems	\$
* Mechanical Connections	\$
* D5090 PV Arrays	\$
* G4010 Transformers	\$
* G4010 Generator - 80 kW	\$
* D5030 Fire Alarm - Wiring & Devices	\$
* D5030 Security Access & Surveillance - Wiring & Devices	\$
* D5030 Video Surveillance - Wiring & Devices	\$
* D5030 Clock & Paging System - Devices	\$

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* D5030 Voice & Data Systems - Wiring & Devices	\$
* D5030 Public Address & Music Systems - Wiring & Devices	\$
* Temp Electrical Service (does not include consumption)	\$
* Temp Lighting (does not include consumption)	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Heat Trace	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$
BUILDING G1 - 1925 AUX GYM BUILDING:	
* D5010 Power Service	\$
* D5010 Power Distribution	\$
* D5020 Light Fixtures & Controls - Purchase Only - All Other	\$
* D5020 Light Fixtures & Controls - Install Only (including receipt, inventory, coordination) - All Other	\$
* Rough-In Fire Alarm	\$

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* Rough-In Distributed Antenna System (DAS)	\$
* Rough-In Security, Access, and Surveillance	\$
* Rough-In Video Surveillance	\$
* Rough-In Voice & Data Systems	\$
* Rough-In Public Address & Music Systems	\$
* Rough-In Audio/Visual	\$
* Cable Tray for Low Voltage Systems	\$
* Mechanical Connections	\$
* D5090 PV Arrays	\$
* G4010 Transformers	\$
* G4010 Generator - 80 kW	\$
* D5030 Fire Alarm - Wiring & Devices	\$
* D5030 Security Access & Surveillance - Wiring & Devices	\$
* D5030 Video Surveillance - Wiring & Devices	\$
* D5030 Clock & Paging System - Devices	\$
* D5030 Voice & Data Systems - Wiring & Devices	\$
* D5030 Public Address & Music Systems - Wiring & Devices	\$
* Temp Electrical Service (does not include consumption)	\$
* Temp Lighting (does not include consumption)	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$

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* Heat Trace	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$
BUILDING G2 - 1964 MAIN GYM BUILDING:	
* D5010 Power Service	\$
* D5010 Power Distribution	\$
* D5020 Light Fixtures & Controls - Purchase Only - All Other	\$
* D5020 Light Fixtures & Controls - Install Only (including receipt, inventory, coordination) - All Other	\$
* Rough-In Fire Alarm	\$
* Rough-In Distributed Antenna System (DAS)	\$
* Rough-In Security, Access, and Surveillance	\$
* Rough-In Video Surveillance	\$
* Rough-In Voice & Data Systems	\$
* Rough-In Public Address & Music Systems	\$
* Rough-In Audio/Visual	\$
* Cable Tray for Low Voltage Systems	\$
* Mechanical Connections	\$

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* D5090 PV Arrays	\$
* G4010 Transformers	\$
* G4010 Generator - 80 kW	\$
* D5030 Fire Alarm - Wiring & Devices	\$
* D5030 Security Access & Surveillance - Wiring & Devices	\$
* D5030 Video Surveillance - Wiring & Devices	\$
* D5030 Clock & Paging System - Devices	\$
* D5030 Voice & Data Systems - Wiring & Devices	\$
* D5030 Public Address & Music Systems - Wiring & Devices	\$
* Temp Electrical Service (does not include consumption)	\$
* Temp Lighting (does not include consumption)	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Heat Trace	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$

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BUILDING H - NEW SOUTH SHOP BUILDING:

* D5010 Power Service	\$
* D5010 Power Distribution	\$
* D5020 Light Fixtures & Controls - Purchase Only - All Other	\$
* D5020 Light Fixtures & Controls - Install Only (including receipt, inventory, coordination) - All Other	\$
* Rough-In Fire Alarm	\$
* Rough-In Distributed Antenna System (DAS)	\$
* Rough-In Security, Access, and Surveillance	\$
* Rough-In Video Surveillance	\$
* Rough-In Voice & Data Systems	\$
* Rough-In Public Address & Music Systems	\$
* Rough-In Audio/Visual	\$
* Cable Tray for Low Voltage Systems	\$
* Mechanical Connections	\$
* D5090 PV Arrays	\$
* G4010 Transformers	\$
* G4010 Generator - 80 kW	\$
* D5030 Fire Alarm - Wiring & Devices	\$
* D5030 Security Access & Surveillance - Wiring & Devices	\$
* D5030 Video Surveillance - Wiring & Devices	\$
* D5030 Clock & Paging System - Devices	\$
* D5030 Voice & Data Systems - Wiring & Devices	\$
* D5030 Public Address & Music Systems - Wiring & Devices	\$

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* Temp Electrical Service (does not include consumption)	\$
* Temp Lighting (does not include consumption)	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Heat Trace	\$
* Hoisting / Rigging	\$
* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$

BUILDING 1 - 1992 KBPS BUILDING:

* D5010 Power Service	\$
* D5010 Power Distribution	\$
* D5020 Light Fixtures & Controls - Purchase Only - All Other	\$
* D5020 Light Fixtures & Controls - Install Only (including receipt, inventory, coordination) - All Other	\$
* Rough-In Fire Alarm	\$
* Rough-In Distributed Antenna System (DAS)	\$
* Rough-In Security, Access, and Surveillance	\$

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* Rough-In Video Surveillance	\$
* Rough-In Voice & Data Systems	\$
* Rough-In Public Address & Music Systems	\$
* Rough-In Audio/Visual	\$
* Cable Tray for Low Voltage Systems	\$
* Mechanical Connections	\$
* D5090 Electromagnetic Shielding	\$
* D5090 PV Arrays	\$
* G4010 Transformers	\$
* G4010 Generator - 80 kW	\$
* D5030 Fire Alarm - Wiring & Devices	\$
* D5030 Security Access & Surveillance - Wiring & Devices	\$
* D5030 Video Surveillance - Wiring & Devices	\$
* D5030 Clock & Paging System - Devices	\$
* D5030 Voice & Data Systems - Wiring & Devices	\$
* D5030 Public Address & Music Systems - Wiring & Devices	\$
* Temp Electrical Service (does not include consumption)	\$
* Temp Lighting (does not include consumption)	\$
* Trenching & Backfill - Building	\$
* Sawcutting	\$
* Seismic Bracing	\$
* Firestopping	\$
* Heat Trace	\$

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* Hoisting / Rigging	\$
* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$

SITework - ADA RAMP - BUCKMAN IMPROVEMENTS:

* D5010 Power Service	\$
* D5010 Power Distribution	\$
* D4020 Light Fixtures & Controls - Purchase Only - Site	\$
* D4020 Light Fixtures & Controls - Install Only (including receipt, inventory, coordination) - Site	\$
* G4010 Generator - 80 kW	\$
* Temp Electrical Service (does not include consumption)	\$
* Temp Lighting (does not include consumption)	\$
* Trenching & Backfill - Site (outside of building footprint)	\$
* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$

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SITework - ON-SITE IMPROVEMENTS (WITHIN BENSON PROPERTY LINE):

* D5010 Power Service	\$
* D5010 Power Distribution	\$
* D4020 Light Fixtures & Controls - Purchase Only - Site	\$
* D4020 Light Fixtures & Controls - Install Only (including receipt, inventory, coordination) - Site	\$
* G4010 Generator - 80 kW	\$
* Temp Electrical Service (does not include consumption)	\$
* Temp Lighting (does not include consumption)	\$
* Trenching & Backfill - Site (outside of building footprint)	\$
* Sawcutting	\$
* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$

SITework - ROW - RIGHT-OF-WAY IMPROVEMENTS:

* D5010 Power Service	\$
* D5010 Power Distribution	\$
* D4020 Light Fixtures & Controls - Purchase Only - Site	\$
* D4020 Light Fixtures & Controls - Install Only (including receipt, inventory, coordination) - Site	\$
* G4010 Generator - 80 kW	\$

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* Temp Electrical Service (does not include consumption)	\$
* Temp Lighting (does not include consumption)	\$
* Trenching & Backfill - Site (outside of building footprint)	\$
* Trade Permits	\$
* Design Fees for PV Scope	\$
* General Conditions (See Cost Inclusions Matrix Tab)	\$
* Anticipated Material Escalation (Labor Escalation Anticipated in Costs Above)	\$
* Overhead & Profit	\$
* Add performance and payment bond	\$

Base Bid **\$0.00**

ALTERNATES

* Alternate #4 - Reference Booklet p.19, item HVAC 11 - VRF system as described in ACCO VE 23-00 HVAC 11 in Z1010.30 Alternates.	\$
* Alternate #5 - Reference Booklet p. 19, item HVAC 14 - VAV system ILO DOAS & Chilled Beams as described in ACCO VE 23-00 HVAC 14 in Z1010.30 Alternates.	\$
* Alternate #6 - Reference Booklet p.21, item HVAC 01 - Reduce quantity of Chilled Beams as described in PAE VE 23-00 HVAC 01 in Z1010.30 Alternates.	\$
* Alternate #7 - Reference Booklet p.22, item HVAC 44 - Remove VAV TUs and demand control ventilation from DAS units as described in ACCO VE 23-00 HVAC 44 in Z1010.30 Alternates.	\$
* Alternate #8 - Reference Wood Window Restoration 02 - Reduce quantity of Chilled Beams as described in PAE VE 08-37 Wood Window Restoration 02, in Z1010.30 Alternates.	\$
* Alternate #9 - Reference Booklet p.37, - Credit to pre-purchase equipment and / or lighting. Design Team agrees in so far as we can lock specifications, quantities down for long lead items. Andersen to provide tariff / construction schedule coordination.	\$

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* Alternate #10 - Reference Booklet p. 37 - Utilize wireless lighting controls.

INCLUSIONS

Mark "yes" to all yes/no questions >

26-00 ELECTRICAL:

(ELECTRICAL) GENERAL ITEMS:

* (Electrical) The intent of this bid package is to contract with to assist with design and procurement of the scope of work described above. A limited notice to proceed for Preconstruction Services and/or design (as applies) will be issued, until the GMP contract is in place with the Owner-anticipated May/June 2021. Include breakdown on bid form for Preconstruction and/or Design (as applies) only, this amount will become both the initial contract value and the value that would be billed if project was canceled for any reason.

Yes No

* (Electrical) This scope of work description is intended to be indicative of the work to be performed but is not intended to describe all work necessary for a complete job. It is intended that, except as specifically provided herein, there shall be no change orders for any work or features that could be reasonably inferred to be required from the Contract Documents. If any of the instructions in the Scope of Work is contradictory to the manufacturers' recommendations or violates any code, industry standard, or good practice, it is the responsibility of the Subcontractor to bring this to the attention of the Contractor prior to starting any part of that Scope of Work. Continued...

Yes No

* (Electrical) ... Subcontractor is responsible to provide all design, materials, labor, supervision, tools, fasteners, adhesives, escalation and equipment necessary for a complete this scope of work in scope in strict accordance with Andersen Bid Documents, approved plans and specifications, and to bring to the Contractors attention any substantive work missing from this description including but not limited to the following

Yes No

* (Electrical) Include Preconstruction Requirements as outlined on Preconstruction Service Requirements scoping, and project schedule for a general idea of project design & construction timing that is planned at this time.

Yes No

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* (Electrical) RFP Estimate should include all information shown on project documents and narratives issued by Bassetti & subconsultants. Additionally, include all requirements in PPS Design Standards, unless noted on Deviations from PPS Standards dated 8/19/19. Yes No

* (Electrical) Include BIM Requirements as outlined in Project Conditions, Attachment 5.6: BIM Execution Plan Yes No

* (Electrical) Costs of all applicable trade permits, fees, and licenses (other than general building permit) are provided by this Subcontractor. Includes cost of plan check fees, if applicable. Yes No

* (Electrical) Provide all design-build/engineered framing, seismic bracing, anchoring design, engineering & materials required to support this system, including, but not limited to beams, posts, blocking, hangers, I-joists, plywood, etc. This includes adjustment of floor joist layout for plumbing, electrical, HVAC shafts, and fire sprinkler needs. For existing building assumptions, refer to drawings marked "Record Drawings, for reference Only." If information is not defined on this set of drawings, facility is available for bidder walk-thru for some as built confirmation. Additional information may be available via select demolition depending on school schedule while occupied until June 2021, or during demolition defined in the project schedule. Include coordination of locations and special inspection of anchors. Yes No

* (Electrical) Subcontractor shall provide anchors to secure equipment or piping. Cast in anchors will be utilized as needed for new work, and all anchors are to be submitted on and approved by the Structural Engineer. In slab coordination of embedded items will need to be coordinated with other MEP trades, Fireproofing Subcontractor, and Concrete Subcontractor. There will be multiple mobilizations required to install slab inserts at all new slabs being poured at the various buildings on the GHS campus. Yes No

* (Electrical) Note that depending on the final design of the construction documents, seismic / expansion joints may be required at the junction of some of the structures. Contractor shall provide the required expansion and contraction joints in the system as required by code or AHJ. Yes No

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* (Electrical) Contractor is responsible to notify Andersen / Colas when Architectural review is required at various stages of

Yes No

construction as outlined in the spec.

* (Electrical) Any work in crawl space area will require special training. Refer to Project Conditions/Safety for additional information regarding confined space/potential hazardous materials (asbestos) in this area & training requirements. Include all costs for appropriate training and PPE in this scope of work.

Yes No

* (Electrical) Includes all necessary coordination with other trades. Every effort will be made to conceal the piping, cabling, etc. within walls or soffits to limit the amount of visible MEP items.

Yes No

* (Electrical) Subcontractor shall provide access panels as needed for access to this scope of work, to be installed by drywall contractor, this includes fire rated panels where required in rated assemblies.

Yes No

* (Electrical) Subcontractor to furnish and install any required backing, miscellaneous embedments, hangers or supports necessary for support of Subcontractors materials or equipment.

Yes No

* (Electrical) Includes all work required for mock-ups listed in the specifications/front end documents. Assume 1 Corridor Mock up and 1 Classroom mock up to be built in place for review/coordination (as early as feasible in the project).

Yes No

* (Electrical) Provide all required videotaped training of the Owner's personnel in location, function, control and emergency procedures for all fire protection systems and the preventive and periodic maintenance, and emergency repair procedures. The time and location of this training shall be at the sole discretion of the Owner. In addition, provide an approximate thirty (30) minute video of all system, maintenance and operation. Provide a sign-up sheet to the Owner / Contractor of personnel that attended training.

Yes No

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* (Electrical) A standard warranty as provided with warranty procedures as described in the contract documents. It is specifically noted and agreed that any equipment running before the date of acceptance shall not start the warranty period. Only the receipt of the occupancy permit and substantial completion certificate(s) shall start the warranty period. Includes the Letter of Conformance when all work is complete. Certain specifications require more than 1 year warranty, provide warranties that meet or exceed requirements in specs. Yes No

* (Electrical) Furnish and install all sleeves required in CMU and/or concrete. If sleeves required in the basement walls, include in your pricing for core drilling and link seal of piping through walls. Note that all link seals are to be installed from the inside face of any exterior foundation walls, so that they can be tightened up over time. Yes No

* (Electrical) Provide all required fire caulking / safing necessary to achieve cover approval from the appropriate inspection agencies fire sprinkler work. Include submittals for fire caulking / safing indicating the methods to be used at various sections of the structure. Fire caulking and safing to be provided in Andersen in accordance with the plans and specifications and governing authorities. Fire caulking at exposed concrete or non painted CMU wall areas shall be gray in color. Subcontractors will agree on one manufacturer to be used for the entire project by each trade. Yes No

* (Electrical) The Subcontractor shall provide sealant around work which passes through cored holes, sleeves, framed, or blocked-out openings, drywall, floors, roofs, exterior walls, etc., in Andersen with local codes and specification requirements. Subcontractor shall provide all caulking, fire safing, flashings, counter flashings putty pads or other materials required for sealing their own penetrations. This work shall ensure prevention from the passage of smoke, gas, and flame between wall and floors and leaking water at waterproof membranes, flashing and roofing. Fire caulking work shall be included within the rough-in schedule for each floor. Yes No

* (Electrical) Penetrations in slab and shear walls are allowed only within the restrictions of the Structural Engineer's design and review / approval. Yes No

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* (Electrical) All drilling, boxing, blocking etc. required for this work is to be completed by this Subcontractor. No cutting of structural members shall be allowed without written approval from the Superintendent. The repair cost for any damage caused by unapproved alterations to any part of the structure shall be deducted from contract amount. Yes No

* (Electrical) Coordinate the location of all items with architectural and structural features (including trim, columns, tile, appliances, cabinets, mirrors, etc.). Any items installed that will not allow the installation of designed features will be corrected at no additional cost. Yes No

* (Electrical) Provide all required hoisting for your scope of work. Andersen will not have a crane or forklift on site for subcontractor use. Provide unloading of own material. No long term stock piling of material on site due to limitation of space. Short term storage to be approved by Andersen supervision upon request. Yes No

* (Electrical) Provide all acoustic, seismic and vibrations control as indicated in the project documents, governing authorities or as normally required for a complete system. Yes No

* (Electrical) Address in your proposal the method for this scope of work/system to remain operational prior to demolition & after demolition is complete. Since demolition will be performed by multiple companies, and in a phased fashion, include costs to install temporary isolation valves if necessary so that buildings and individual "sectors" can be isolated for shut off independently. Coordinate work as necessary with Demolition/Abatement contractors and/or local utility companies. It is intended to have utilities operational during the entire project construction. Some buildings/areas may be completed in advance of other buildings/areas and may need temporary utility feeds. Include the following components in your proposal. Participate in conversations & coordinate with local Fire Dept., PPS, Demo & Abatement contractors to facilitate this goal. Include new system coverage as early as possible with respects to Fire/Life Safety systems. Continued... Yes No

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* (Electrical) ... Include all costs to cut, cap, drain, etc. to prepare system for demolition by others. If your intent is to reuse any part of the existing system, please indicate on proposal form what components you intend to reuse. Include removal and salvage of items related to this system identified in demolition spec (If applies). a. Main Building (Sectors A, B, E, G1, G2, D, I) Isolated from Auditorium-Sector A for some of the work b. Demolition & Construction of New Sectors C, F, H c. Demolition of existing Auto shop d. Relocation of Fire Line (if required) by Civil Contractor e. Maintaining Service with Existing/New Hydrants as pertains to your scope of work. f. Maintaining Temp Power, Gas, Water, Waste as pertains to your scope of work

Yes No

* (Electrical) Refer to Owner Salvage Listing for all items that are required to be salvaged on this project. Perform Salvage work for same items that are included in New work to be removed, packaged, and transferred to a storage location within 25 miles of jobsite.

Yes No

* (Electrical) It is assumed that the scope of work for demolition and new construction for the Utility Trench(es) will be scoped with typical 5' rule for utilities by Plumbing, Waste, Fire. Assume Civil Contractor will install new utility trench and/or extensions if required. Exception: Electrical is assumed to be located in a separate utility trench (if not already indicated as direct bury) and will be completely furnished & installed (trench, conduit, wiring, etc.) by the electrical contractor if required.

Yes No

* (Electrical) Be responsible for the start-up and commissioning of the fire protection system. Attend weekly commissioning coordination meetings, and complete all required start-up and commissioning test forms as required by the Commissioning Agency. Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning.

Yes No

* (Electrical) Include all slab on grade demolition/excavation, and existing wall penetrations as needed to facilitate work included in this subcontract.

Yes No

* (Electrical) Escalation: refer to RFP Instructions/Budget Breakdown form for price escalation requirements.

Yes No

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- * (Electrical) Include all requirements to safely handle lead/lead content shall be included in this scope of work, and performed by this contractor. Assume all existing surfaces include lead contaminates. A separate abatement contractor will not be hired to abate lead. Yes No
- * (Electrical) Coordinate work, including layout for work to be performed by others regarding Asbestos abatement (must be performed by Abatement contractor). Yes No
- * (Electrical) Includes all required excavation and backfill for the plumbing underground scope of work for the remaining work on site drawings (within 5' of building) and for work under slab on grade. The slab on grade will be removed by others, trenching & piping placement is included in this scope of work, and includes layout of plumbing under slab utilities, including staking and pot-hole verifications. Yes No
- * (Electrical) Provide line and grade for own work from grid lines and elevation bench marks provided by others. Yes No
- * (Electrical) Include all requirements pertaining to this scope of work as indicated on LEED Score Card Yes No
- * (Electrical) Price to include all welding required for your scope of work including protection of other trades work. Yes No
- * (Electrical) Review scope of work below regarding temporary services to facilitate demolition and/or construction operations (trailer area and onsite requirements). Include all work, including planning, permitting, etc. for items that are temporary in nature to facilitate project. If design is required solely for temporary items, include in this scope of work. Yes No
- * (Electrical) Portland Public School Standards have been provided for reference only. Include a scoping letter that states that your bid complies with every item in the PPS standards, and if not, provide a marked up version of the PPS standards explaining requested changes to match bid. Yes No
- * (Electrical) It is understood that this project may exceed code minimum. If bidder would like to submit Value Engineering to provide code minimum, ONLY, specify item in spec/PPS standards and deviation that is proposed to reach code minimum ONLY. Yes No

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* (Electrical) Provide all identification markers, labels, tags and related signage per the contract documents and local

Yes No

code/AHJ.

* (Electrical) Coordinate with electrical contractor/designers for all power requirements related to your scope of work. Any changes caused by this subcontractor which affects the scope of the electrical firm will be the responsibility of this subcontractor.

Yes No

* (Electrical) Coordinate the location of all items included in your scope of work with architectural and structural features (including trim, white boards, misc. wall mounted items, etc.). Any items installed that will not allow the installation of designed features will be corrected at no extra cost, provided that these design features were apparent at the time of installation.

Yes No

* (Electrical) Provide all testing, sterilization and certification of all systems as required by contract documents or as required by governing authorities.

Yes No

* (Electrical) Andersen will provide egress lighting (via electrical subcontractor scope), each contractor is responsible for their own task lighting.

Yes No

* (Electrical) Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning.

Yes No

* (Electrical) Subcontractor shall take field measurements of tight or congested areas prior to fabrication of materials. Modifications to the Subcontractor's work due to the Subcontractor's failure to field measure these key areas will be at the Subcontractor's expense. The use of the BIM coordination plan will be used to the greatest extent possible, however, due to timing of the Existing Conditions Building Scan, and incorporation into Revit, some items may require field verification to continue design/coordination without the scan fully available/incorporated.

Yes No

(ELECTRICAL) SPECIFIC ITEMS: _____

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* (Electrical) Provide all required labor, material, equipment, wiring, and devices for the Electrical system as described in Bid Package 26-00 Specifications. Includes all design, drawings, and start-up for a complete, functioning system. Please note this scope of work is Design Assist. Yes No

* (Electrical) All electrical items shall be installed in strict compliance with sound and fire requirements. All non-complying items will be removed and re-installed correctly at no extra cost. Yes No

* (Electrical) Provide all underground power, wire, conduit, smurf-tube, and embedded items in concrete. Provide pour watch as necessary. Conduit may be run in slab only within the restrictions of the Structural Engineer's design and review / approval. Yes No

* (Electrical) Provide nail plates where electrical work can be damaged by screws or nails. Yes No

* (Electrical) Any conduit not able to be run in the slab or any other structural element shall be run elsewhere (EMT or other type conduit). There shall be no change in cost for any necessary additional conduit route, or re-route Yes No

* (Electrical) Subcontractor shall coordinate with any off-site utility subcontractor(s) and appropriate utility company for location of supply and tie-in for electrical service. Yes No

* (Electrical) Provide all conduit stubs through the roof, penetrations shall be made weather tight and flashing or other materials required by the roofer to integrate into the roofing membrane system shall be furnished by the roofer for this scope of work. Yes No

* (Electrical) Subcontractor to includes all coordination, as required, with PGE for the installation of the primary and secondary conductors. Earthwork contractor to provide all of the primary conduit and related vaults. Electrical subcontractor to provide the secondary conduit from service vaults to the building switchgear including the trenching excavation and backfill. Trenching spoils not reused shall be exported off site. Yes No

* (Electrical) Subcontractor to provide all public and private light poles, grouting of pole base, wiring and fixtures. Include light pole bases, painting of light poles, etc. Yes No

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* (Electrical) Subcontractor to provide all light fixtures at exterior of buildings, exterior columns, decks, courtyards, trellises and canopies including related wiring. If Light fixture, or other electrical component is scheduled to remain, but must be removed in order for adjacent work to be performed, provide removal, storage and installation of item as needed. Yes No

* (Electrical) Subcontractor to provide site landscaping lighting, site electrical outlets, electrical for lights in seat walls, stair walls, etc. shown on the site drawings. Include all Light Poles, including light pole bases, painting, etc. as shown on drawings (includes, but is not limited to Civil drawings). Yes No

* (Electrical) Provide all wiring "not installed by franchise, private and public utility companies." Include raceways & conduits for utilities as noted on plans. Yes No

* (Electrical) Provide all required ground fault wiring systems, detectors and emergency lighting, wiring & hook-up for fire smoke dampers and power circuiting and battery backup as required by code and governing agencies. Yes No

* (Electrical) Provide all power connections to all equipment shown on drawings, including but not limited to: HVAC equipment, Kitchen Equipment, Lab Equipment, etc. Yes No

* (Electrical) Provide Raceways for Low Voltage systems. The intent of this contract is to provide all pathways required for the other Low Voltage contractors to complete wiring and components under this contract (and future contract for AV). Raceways Include all conduit, sleeves, and back boxes for Tele Data, Fire Alarm, AV, Security, DAS and all other Low Voltage Scopes of work to be performed by others. Low Voltage Subcontractors will be required to supply drawing with locations off gridlines for sleeving, and other early rough in that is required for their scope of work to Electrical Subcontractor. Electrical Subcontractor will be required to communicate when information is required (well in advance of date needed on site), and coordinate sleeving with adjacent trades. Include raceway locations on Revit Model/BIM coordination. Note: Controls conduit can be excluded, provided by others (mechanical package) Yes No

(ELECTRICAL) HVAC WIRING - PROVIDE POWER WIRING FOR THE HVAC SYSTEMS, PER THE MECHANICAL DRAWINGS AND SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

* (Electrical) Ventilation/exhaust fans. Yes No

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* (Electrical) Fans and/or air conditioning in the elevator machine rooms, sprinkler rooms, electrical rooms, and trash rooms. Yes No

* (Electrical) Heating, air conditioning, and ventilation systems. Yes No

* (Electrical) HVAC roof top units Yes No

* (Electrical) Subcontractor to coordinate all requirements for heating, ventilating and air conditioning equipment and include all devices, such as disconnects, and confirmed electrical service requirements with HVAC subcontractor, as necessary to provide a complete electrical installation. This scope to align with requirements in the mechanical-electrical coordination matrix. Yes No

(ELECTRICAL) ELEVATOR WIRING - PROVIDE THE POWER REQUIREMENTS FOR PASSENGER AND SERVICE ELEVATORS INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

* (Electrical) All power required for the elevator if permanent power is not available at the beginning installations of the elevators than provide temporary provisions Yes No

* (Electrical) Work light with switch and power receptacle in the elevator pits and hoist way as required by governing authority. Yes No

* (Electrical) Service to elevator controller with hook-up for cab lighting. Yes No

* (Electrical) All single-phase receptacles shall have G.F.I. protection. Yes No

* (Electrical) All breakers, switches and disconnects as required by code and elevator manufacturer. Yes No

(ELECTRICAL) PROVIDE AND INSTALL ALL POWER-WIRING, BREAKERS AND HOOK-UP TO THE FOLLOWING MISCELLANEOUS ITEMS:

* (Electrical) Landscape controller(s), Include control wiring for Landscape Controller (must be run by lisc. Electrician). Yes No

* (Electrical) Garage doors, Coiling Doors, Security Gates – provide conduits for controls and low voltage wiring. Includes power point of connection and proximity card reader conduit and wiring Yes No

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* (Electrical) Overhead power cord reels are assumed to be furnished, installed, mounted at ceiling level, supported (including engineering for same) as indicated on plans. This will be a design build element Yes No

* (Electrical) Electrical subcontractor is responsible for cross referencing plumbing and HVAC equipment schedules, as compared to electrical connections schedule on Assume that not all plumbing and mechanical equipment is shown on the electrical drawings. Yes No

* (Electrical) Electrical contractor to provide DAS signal survey during preconstruction process by licensed DAS company. Assist in evaluating facility to determine if signal strength already is weak enough to require DAS at full build out. Include in base bid conduit raceways for DAS system build out at a later date, provide alternate for full DAS build out. Yes No

* (Electrical) Lighting: Address in your proposal the budget for light fixtures only (Material cost only-refer to bid form). Please note: OLighting will supply alternate options for various manufactures and Electrical Subcontractor will review options, provided pricing comparison & quantities including unit pricing/extension for review, comment. The light fixture package will be bid by the Electrical Subcontractor once the products have been selected, and evaluated for a competitive bid scenario. Yes No

* (Electrical) Provide generator, flex muffler fitting and the muffler. The fuel lines from the remote fuel station to the generator are excluded from Electrical Scope of work & included in plumbing contractor's scope of work (coordination of same is included). Coordinate Equipment pad with concrete contractor (pad supplied by others). Provide plan during preconstruction to modify all services to the Radio station over Summer 2020, so that work is complete prior to demolition starting approx. Summer 2021. Yes No

(ELECTRICAL) DEMOLITION/SALVAGE REQUIREMENTS: (REFER TO PPS PROVIDED SALVAGE LIST) FOR A COMPLETE LISTING, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

* (Electrical) Contractor to disconnect the existing stand-by generator from service so that it can be hoisted out from its pad and given to the owner for salvage. This also includes removing the transfer switch from in the North Wing mechanical room for salvage to the Owner. Yes No

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- * (Electrical) Contractor to disconnect all the Kiln's and pottery wheels from their electrical source for salvage to the Owner. Yes No
- * (Electrical) Contractor to disconnect and remove all scoreboards to be salvaged to the Owner. Yes No
- * (Electrical) Contractor to remove the master time clock and all American time clocks for salvage to the Owner. Yes No
- * (Electrical) Contractor to remove speakers/PA System in the Old Gym for salvage to the Owner. Yes No
- * (Electrical) Contractor to remove, refurbish, and reinstall light fixtures as indicated on project documents Yes No

(ELECTRICAL) TEMPORARY POWER, PHONE, INTERNET REQUIREMENTS: _____

(ELECTRICAL) GENERAL: _____

- * (Electrical) Temporary Facilities are currently under development, a general list of requirements, based on a similar project is provided below to assist with budgeting process. MEP trades will assist in developing a final temp utility plan for the project. Each trade will be required to issue a narrative and drawing to demonstrate plan development and finalization. See attached Temporary Utility Service Assumptions Matrix and plan for general information/locations. Yes No
- * (Electrical) In preparation of Demolition work starting Summer 2021, all trades will be requested to provide a plan for PREP work to occur during summer of 2020 to reduce the amount of time after building is vacated in summer 2021 to "make safe for demolition" activities completion. This early work will be issued as an early work authorization prior to GMP. Yes No
- * (Electrical) All labor, supervision, materials, tools, equipment, fasteners, and adhesives as required to furnish install a complete system as outlined in the perspective bid package in accordance with all State Codes, Local Codes, NSC standards and jurisdictional codes & requirements, and in accordance with the contract documents. Yes No
- * (Electrical) All trade specific required permits Yes No

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* (Electrical) With establishment of the construction schedule, establish schedule for implementation and termination of temporary power services for general construction activities and temporary facilities. Coordinate and meet as needed to coordinate power and lighting requirements and needs, including each phase of the construction schedule, and temporary power & lighting routing as required with Andersen / Colas. Review safety of the temporary power & lighting systems with Andersen / Colas safety representative, and provided required signage for such systems. At earliest feasible time and when acceptable to Owner and Architect, change over from use of temporary utility service to use of permanent service to enable removal of temporary services and to eliminate possible interference with completion of work.

Yes No

* (Electrical) Inspect and test each service before placing temporary services in use. Arrange for required inspections and tests by governing authorities and obtain required certifications and permits for use. Inspect the power supply system from incoming gear to the spider boxes once a month. Report to Andersen and defects and results of monthly inspections.

Yes No

* (Electrical) Operate temporary services in a safe and efficient manner. Do not overload temporary services and facilities and do not let them interfere with the progress of work.

Yes No

* (Electrical) Should services of an independent engineer be required to survey existing and or temporary services, cost shall be included by contractor. Do not allow hazardous conditions to develop or persist at the site.

Yes No

(ELECTRICAL) TEMPORARY UTILITIES:

* (Electrical) Engage local utility companies to install temporary service to project or to make connections to existing service. (Power and Phone/Internet).

Yes No

* (Electrical) Arrange with companies, Owner, and Andersen for an acceptable time for service interruptions, where necessary, to make connections for temporary services.

Yes No

(ELECTRICAL) TEMPORARY POWER:

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* (Electrical) Provide each temporary electric service connections for all buildings as required to meet the project power needs. In addition provide temporary power at Temp. Construction Trailers locations. Maintain or expand as required and modify temporary electrical service requirements as needed throughout progress of work. Anticipate working with PGE to intercept the main feeder lines coming from power pole(s), and installing a sectionalizing cabinet in order to split power from the main feeder for power for field office trailers. Note that the existing feeder will need to remain in service early in the project, so provisions to continue the feed to the existing meter and transformers will need to be maintained, as this might serve as the power for building temporary power. Continued... Yes No

* (Electrical) ... Provide all equipment, meter, & vaults including transformers to bring power to the field office trailers, figure a total of 12 trailers, with (100amp, 120-240v/ single phase for trailers and 200amp, 120-240v/ single phase for double wide trailers, figure 4 double wide trailers) power requirements for each trailer and 2 flush toilet facilities. Provide 5 power poles with 10 high intensity lights for site lighting at the project entry, around the field office trailers, and at staging areas to be located at the direction of Andersen (reference site logistic plan). Yes No

* (Electrical) Include Power/ Telephone/Internet as applies to this scope for Two Andersen Colas. Assume the following for Work Stations/Wiring requirements: Trailer 1 (Primary Trailer): 30 Workstations*, 1 Fax Line & Power, 2 Telephone lines. Trailer 2: (Conference Room, Owner/Arch Trailer)- Conf room: 1 Phone, 3 Internet, 3 Power for Conf. room, 6 Workstations*. *Typical Workstation: 1 duplex outlet, 1 data connection, no phone requirement Yes No

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- * (Electrical) Provide temporary power distribution throughout the existing buildings and new buildings utilizing electrical skids (Blue Brutes or equal) which can be used for distributing power to spider boxes. Provide separated power supply for temporary power and temporary lighting, so that power outages for one does not affect the other. Potential options: 1). place the electrical skids on the roof and feed baloney cords down through the different levels of the building to the spider boxes. This might allow different buildings to be fed overhead high enough where excavation equipment could pass under the power lines. If this method is used, then figure that each skid would need to be relocated at least twice during roofing operations. 2). Locate the power skids in the corridors of any given floor and route the baloney cords up or down to the other floors for the spider boxes. Incorporate an alternate plan of direct bury or overhead power lines. Coordinate temporary set-up with Andersen. Yes No
- * (Electrical) Provide weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity and power characteristics to accommodate performance of work during construction period for each building. Yes No
- * (Electrical) Connect temporary service to local electric power system with procedures recommended by local power Representative. Yes No
- * (Electrical) All damage to existing power systems created by Contractor shall be repaired by Contractor at no cost to Owner or General Contractor. Yes No
- * (Electrical) Install service and grounding in compliance with NEC (NFPA 70). Include necessary meters, transformers, overload protected disconnect and main distribution switch gear. Yes No

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* (Electrical) Install electric power service underground except where overhead service must be used to avoid construction conflicts or to comply with governing regulations. All underground service must be located 3-foot deep, or as required by code, and shall have a "red" concrete covering where it is anticipated that other utility crossings might be excavated near power lines, and or red plastic locate markers at 20-foot intervals. Provide power poles that can support wiring high enough for construction equipment to pass under the lines safely when running power overhead from building to building.

Yes No

* (Electrical) Provide power distribution system with overhead wiring and with vertical runs located where wiring is least likely to be exposed or damage or be in conflict with construction operations (main power distribution skid final locations shall be mutually agreed upon with Andersen superintendent at each building but shall be close to centralized within the footprint of each building)

Yes No

* (Electrical) Exposed high voltage lines are to be run in EMT, or as required by code. Provide MC or equivalent raceways for lower voltages wiring which must be exposed on grade, floors, decks or other areas where damage is possible.

Yes No

* (Electrical) Power for hand tools and task lighting (this is separate from Temporary lighting), provide power distribution "Spider Boxes" one minimum per 7,500 square feet on all floors at every level at every building, including one box for Mechanical and Kitchen areas. Provide options to protect baloney cords feeding spider boxes either from supporting from structure overhead, or by providing protective covers that scissors lifts can pass over, if the option of leaving the cords on the floors is utilized. Maintain these baloney cord protections throughout the project. Remove & replace any defective spider boxes or damaged cords from the project. Provide one box every 200 LF around the outside facade for exterior facade & immediate site work. Provide 2 boxes at the north parking lot, one box at the field trailers area, and one minimum per 7,500 square feet at exterior roof areas.
Continued...

Yes No

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* (Electrical) ... Boxes to be spaced in common areas and main building corridors. Boxes to be placed not to exceed a maximum distance of 100' from each other to allow the use of a 100' power cord to immediate work areas, with the exception of the boxes around the facade, which can be 200' feet apart, but run with 100' cords to offer the option of moving the spider boxes. Anticipate of min. of (4) temp. power cord distribution boxes. at the Auditorium stage and up in the attic space of the Auditorium. A separate power distribution box shall be required at each commercial kitchen area within the footprint of the Kitchen. Yes No

* (Electrical) Contractor, sub-contractors to provide their own grounded, U.L. approved extension cords. Yes No

* (Electrical) Contractor to make provisions for Temporary Heating up to 7 connections (480 volts / 3 phase / 60 Hz (3) 100 Amp Yes No

* (Electrical) Contractor to make provisions for Feeders for (480 volt / 3-phase, 30 50 amp each) for saw cutting, coring, grinding, & bead blasting floors. Contractor to make provisions for power (480 volt / 3-phase 50 amp) at each building, including 2 locations in the main building, for use in saw cutting, coring, grinding, and bead blasting of floors, etc. Contractor to wire in pigtails as required for the different equipment as needed, (pigtails to be supplied by others). If larger breakers are needed, contractor to provide the breakers and installation at additional cost. This provision at each building may be required at the roofs for roof striping equipment, then at other times inside the buildings. Yes No

* (Electrical) Radio Station Temporary Requirements: Refer to individual scopes for information Yes No

* (Electrical) Provide provisions for temp. power requirements for the installation of the buildings elevators included but not limited to the workman's car elevator. Include but not limited to temporary disconnects, premium work hours as required to work with and coordinate with elevator contractor. At some point we may use some of the spaces or swap some spare breaker space to 100 amp breakers to use for Elevators. We may need 3 at some point during construction. Yes No

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* (Electrical) Configuration of 480 panels with breakers sized accordingly for each building as noted above and also to include other line items as noted for Temp. power requirements by subcontractor. Additionally provide provisions for spares at distribution skids for additional temp. power requirements that may be needed due to unforeseen conditions or addition's to the project. Yes No

* (Electrical) 2 @ 20 amps – Spares Yes No

* (Electrical) 2 @ 30 amps – Spares Yes No

* (Electrical) 2 @ 40 amps – Spares Yes No

* (Electrical) 2 @ 60 amps – Spares Yes No

* (Electrical) 12 +/- spaces in 480V panel for extra breakers Yes No

(ELECTRICAL) TEMPORARY LIGHTING:

* (Electrical) Provide time clocked or photocell switching of temporary lighting, space to allow lighting to be turned off in patterns to conserve energy and retain light suitable for work in progress, access traffic, security check and project lock up Yes No

* (Electrical) Illuminate all hazardous areas. Keep safety and security lights burning dusk to dawn on time clocks or photocell to include but not limited to delivery areas, egress stairs at each building. Yes No

* (Electrical) Provide and maintain lighting for construction operations to achieve minimum lighting level of 5 10 foot candles at ALL egress paths and stairways in the building during work activities. LED string lighting in stairways wrapped up or following stair rail path is acceptable as long as it meets min. OSHA lighting levels for construction industry standards. Provide overhead light fixtures with protective baskets for corridor lighting, Contractor needs to plan to move the light fixtures as construction progresses without added expense to Andersen / Colas. No wobble lights are to be provided for site lighting, but may be used as task lighting by subcontractors, and will need to be turned off after each shift. Yes No

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* (Electrical) The existing buildings have street lights that have been anchored to the parapet walls, and used for area lighting around the buildings. Andersen / Colas plans to maintain these lights during construction for site lighting around the buildings. The electrical contractor will need to provide labor to remove these light fixtures from the circuits that they are currently being fed from, and tie these light fixtures into the temporary power system being provided by the contractor. Plan this work so that the light fixtures are on outdoor rated cords, so that they can be moved during roofing and parapet operations. These lights are to be controlled as described above. Yes No

* (Electrical) Provide and maintain 1 watt/sq. ft. lighting on photocell to Exterior staging, Andersen and subcontractor trailer and storage areas for after hour security purposes. Staging areas are at exterior of buildings, as noted on the staging plans. Yes No

* (Electrical) Provide and maintain 0.25 watt/sq. ft. lighting to Interior work areas after dark for security purposes at corridors. Yes No

* (Electrical) Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails and lamps as required. Yes No

* (Electrical) Maintain lighting and provide routine repairs. All lights are to have OSHA approved protective cages covering lamps. Yes No

(ELECTRICAL) OTHER:

* (Electrical) Ensure various zones of the buildings can be isolated from project to maintain or disconnect Power/Phone/Data as needed for construction phasing. Yes No

* (Electrical) Include Power/ Telephone/Internet as applies to this scope for Jobsite Office Trailers. Assume the following for Work Stations/Wiring requirements at the Colocation 50 Workstations*, 1 Fax Line & Power, 5 Telephone lines.
*Typical Workstation: 1 duplex outlet, 1 data connection, no phone requirement Yes No

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* (Electrical) Refer to As built/Logistics plan for location of currently operational Radio Station. Portland Public Schools has an ongoing agreement for Radio station that must remain operational at all times. Provide protection as needed for existing feeds and adjacent work to proceed safety, without interruption to service. Power: Provide temporary power / permanent power to the Radio Station as part of this scope of work with one planned /coordinated shut down. Fiber: A complete as built is not known at this time. Include costs to research & coordinate fiber relocation for installation by the utility company during construction.

Yes No

26-00.1 TELE DATA:

(TELE DATA) GENERAL ITEMS:

* (Tele Data) The intent of this bid package is to contract with to assist with design and procurement of the scope of work described above. A limited notice to proceed for Preconstruction Services and/or design (as applies) will be issued, until the GMP contract is in place with the Owner-anticipated May/June 2021. Include breakdown on bid form for Preconstruction and/or Design (as applies) only, this amount will become both the initial contract value and the value that would be billed if project was canceled for any reason.

Yes No

* (Tele Data) This scope of work description is intended to be indicative of the work to be performed but is not intended to describe all work necessary for a complete job. It is intended that, except as specifically provided herein, there shall be no change orders for any work or features that could be reasonably inferred to be required from the Contract Documents. If any of the instructions in the Scope of Work is contradictory to the manufacturers' recommendations or violates any code, industry standard, or good practice, it is the responsibility of the Subcontractor to bring this to the attention of the Contractor prior to starting any part of that Scope of Work. Continued...

Yes No

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* (Tele Data) ... Subcontractor is responsible to provide all design, materials, labor, supervision, tools, fasteners, adhesives, escalation and equipment necessary for a complete this scope of work in scope in strict accordance with Andersen Bid Documents, approved plans and specifications, and to bring to the Contractors attention any substantive work missing from this description including but not limited to the

Yes No

following

* (Tele Data) Include Preconstruction Requirements as outlined on Preconstruction Service Requirements scoping, and project schedule for a general idea of project design & construction timing that is planned at this time.

Yes No

* (Tele Data) RFP Estimate should include all information shown on project documents and narratives issued by Bassetti & subconsultants. Additionally, include all requirements in PPS Design Standards, unless noted on Deviations from PPS Standards dated 8/19/19.

Yes No

* (Tele Data) Include BIM Requirements as outlined in Project Conditions, Attachment 5.6: BIM Execution Plan

Yes No

* (Tele Data) Costs of all applicable trade permits, fees, and licenses (other than general building permit) are provided by this Subcontractor. Includes cost of plan check fees, if applicable.

Yes No

* (Tele Data) Provide all design-build/engineered framing, seismic bracing, anchoring design, engineering & materials required to support this system, including, but not limited to beams, posts, blocking, hangers, I-joists, plywood, etc. This includes adjustment of floor joist layout for plumbing, electrical, HVAC shafts, and fire sprinkler needs. For existing building assumptions, refer to drawings marked "Record Drawings, for reference Only." If information is not defined on this set of drawings, facility is available for bidder walk-thru for some as built confirmation. Additional information may be available via select demolition depending on school schedule while occupied until June 2021, or during demolition defined in the project schedule. Include coordination of locations and special inspection of anchors.

Yes No

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* (Tele Data) Subcontractor shall provide anchors to secure equipment or piping. Cast in anchors will be utilized as needed for new work, and all anchors are to be submitted on and approved by the Structural Engineer. In slab coordination of embedded items will need to be coordinated with other MEP trades, Fireproofing Subcontractor, and Concrete Subcontractor. There will be multiple mobilizations required to install slab inserts at all new slabs being poured at the various buildings on the GHS campus. Yes No

* (Tele Data) Note that depending on the final design of the construction documents, seismic / expansion joints may be required at the junction of some of the structures. Contractor shall provide the required expansion and contraction joints in the system as required by code or AHJ. Yes No

* (Tele Data) Contractor is responsible to notify Andersen / Colas when Architectural review is required at various stages of construction as outlined in the spec. Yes No

* (Tele Data) Any work in crawl space area will require special training. Refer to Project Conditions/Safety for additional information regarding confined space/potential hazardous materials (asbestos) in this area & training requirements. Include all costs for appropriate training and PPE in this scope of work. Yes No

* (Tele Data) Includes all necessary coordination with other trades. Every effort will be made to conceal the piping, cabling, etc. within walls or soffits to limit the amount of visible MEP items. Yes No

* (Tele Data) Subcontractor shall provide access panels as needed for access to this scope of work, to be installed by drywall contractor, this includes fire rated panels where required in rated assemblies. Yes No

* (Tele Data) Subcontractor to furnish and install any required backing, miscellaneous embedments, hangers or supports necessary for support of Subcontractors materials or equipment. Yes No

* (Tele Data) Includes all work required for mock-ups listed in the specifications/front end documents. Assume 1 Corridor Mock up and 1 Classroom mock up to be built in place for review/coordination (as early as feasible in the project). Yes No

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* (Tele Data) Provide all required videotaped training of the Owner's personnel in location, function, control and emergency procedures for all fire protection systems and the preventive and periodic maintenance, and emergency repair procedures. The time and location of this training shall be at the sole discretion of the Owner. In addition, provide an approximate thirty (30) minute video of all system, maintenance and operation. Provide a sign-up sheet to the Owner / Contractor of personnel that attended training. Yes No

* (Tele Data) A standard warranty as provided with warranty procedures as described in the contract documents. It is specifically noted and agreed that any equipment running before the date of acceptance shall not start the warranty period. Only the receipt of the occupancy permit and substantial completion certificate(s) shall start the warranty period. Includes the Letter of Conformance when all work is complete. Certain specifications require more than 1 year warranty, provide warranties that meet or exceed requirements in specs. Yes No

* (Tele Data) Furnish and install all sleeves required in CMU and/or concrete. If sleeves required in the basement walls, include in your pricing for core drilling and link seal of piping through walls. Note that all link seals are to be installed from the inside face of any exterior foundation walls, so that they can be tightened up over time. Yes No

* (Tele Data) Provide all required fire caulking / safining necessary to achieve cover approval from the appropriate inspection agencies fire sprinkler work. Include submittals for fire caulking / safining indicating the methods to be used at various sections of the structure. Fire caulking and safining to be provided in Andersen in accordance with the plans and specifications and governing authorities. Fire caulking at exposed concrete or non painted CMU wall areas shall be gray in color. Subcontractors will agree on one manufacturer to be used for the entire project by each trade. Yes No

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* (Tele Data) The Subcontractor shall provide sealant around work which passes through cored holes, sleeves, framed, or blocked-out openings, drywall, floors, roofs, exterior walls, etc., in Andersen with local codes and specification requirements. Subcontractor shall provide all caulking, fire safing, flashings, counter flashings putty pads or other materials required for sealing their own penetrations. This work shall ensure prevention from the passage of smoke, gas, and flame between wall and floors and leaking water at waterproof membranes, flashing and roofing. Fire caulking work shall be included within the rough-in schedule for each floor. Yes No

* (Tele Data) Penetrations in slab and shear walls are allowed only within the restrictions of the Structural Engineer's design and review / approval. Yes No

* (Tele Data) All drilling, boxing, blocking etc. required for this work is to be completed by this Subcontractor. No cutting of structural members shall be allowed without written approval from the Superintendent. The repair cost for any damage caused by unapproved alterations to any part of the structure shall be deducted from contract amount. Yes No

* (Tele Data) Coordinate the location of all items with architectural and structural features (including trim, columns, tile, appliances, cabinets, mirrors, etc.). Any items installed that will not allow the installation of designed features will be corrected at no additional cost. Yes No

* (Tele Data) Provide all required hoisting for your scope of work. Andersen will not have a crane or forklift on site for subcontractor use. Provide unloading of own material. No long term stock piling of material on site due to limitation of space. Short term storage to be approved by Andersen supervision upon request. Yes No

* (Tele Data) Provide all acoustic, seismic and vibrations control as indicated in the project documents, governing authorities or as normally required for a complete system. Yes No

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* (Tele Data) Address in your proposal the method for this scope of work/system to remain operational prior to demolition & after demolition is complete. Since demolition will be performed by multiple companies, and in a phased fashion, include costs to install temporary isolation valves if necessary so that buildings and individual "sectors" can be isolated for shut off independently. Coordinate work as necessary with Demolition/Abatement contractors and/or local utility companies. It is intended to have utilities operational during the entire project construction. Some buildings/areas may be completed in advance of other buildings/areas and may need temporary utility feeds. Include the following components in your proposal. Participate in conversations & coordinate with local Fire Dept., PPS, Demo & Abatement contractors to facilitate this goal. Continued...

Yes No

* (Tele Data) ... Include new system coverage as early as possible with respects to Fire/Life Safety systems. Include all costs to cut, cap, drain, etc. to prepare system for demolition by others. If your intent is to reuse any part of the existing system, please indicate on proposal form what components you intend to reuse. Include removal and salvage of items related to this system identified in demolition spec (If applies).
a. Main Building (Sectors A, B, E, G1, G2, D, I) Isolated from Auditorium-Sector A for some of the work
b. Demolition & Construction of New Sectors C, F, H
c. Demolition of existing Auto shop
d. Relocation of Fire Line (if required) by Civil Contractor
e. Maintaining Service with Existing/New Hydrants as pertains to your scope of work.
f. Maintaining Temp Power, Gas, Water, Waste as pertains to your scope of work

Yes No

* (Tele Data) Refer to Owner Salvage Listing for all items that are required to be salvaged on this project. Perform Salvage work for same items that are included in New work to be removed, packaged, and transferred to a storage location within 25 miles of jobsite.

Yes No

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* (Tele Data) It is assumed that the scope of work for demolition and new construction for the Utility Trench(es) will be scoped with typical 5' rule for utilities by Plumbing, Waste, Fire. Assume Civil Contractor will install new utility trench and/or extensions if required. Exception: Electrical is assumed to be located in a separate utility trench (if not already indicated as direct bury) and will be completely furnished & installed (trench, conduit, wiring, etc.) by the electrical contractor if

Yes No

required.

* (Tele Data) Be responsible for the start-up and commissioning of the fire protection system. Attend weekly commissioning coordination meetings, and complete all required start-up and commissioning test forms as required by the Commissioning Agency. Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning.

Yes No

* (Tele Data) Include all slab on grade demolition/excavation, and existing wall penetrations as needed to facilitate work included in this subcontract.

Yes No

* (Tele Data) Escalation: refer to RFP Instructions/Budget Breakdown form for price escalation requirements.

Yes No

* (Tele Data) Include all requirements to safely handle lead/lead content shall be included in this scope of work, and performed by this contractor. Assume all existing surfaces include lead contaminates. A separate abatement contractor will not be hired to abate lead.

Yes No

* (Tele Data) Coordinate work, including layout for work to be performed by others regarding Asbestos abatement (must be performed by Abatement contractor).

Yes No

* (Tele Data) Includes all required excavation and backfill for the plumbing underground scope of work for the remaining work on site drawings (within 5' of building) and for work under slab on grade. The slab on grade will be removed by others, trenching & piping placement is included in this scope of work, and includes layout of plumbing under slab utilities, including staking and pot-hole verifications.

Yes No

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- * (Tele Data) Provide line and grade for own work from grid lines and elevation bench marks provided by others. Yes No

- * (Tele Data) Include all requirements pertaining to this scope of work as indicated on LEED Score Card Yes No

- * (Tele Data) Price to include all welding required for your scope of work including protection of other trades work. Yes No

- * (Tele Data) Review scope of work below regarding temporary services to facilitate demolition and/or construction operations (trailer area and onsite requirements). Include all work, including planning, permitting, etc. for items that are temporary in nature to facilitate project. If design is required solely for temporary items, include in this scope of work. Yes No

- * (Tele Data) Portland Public School Standards have been provided for reference only. Include a scoping letter that states that your bid complies with every item in the PPS standards, and if not, provide a marked up version of the PPS standards explaining requested changes to match bid. Yes No

- * (Tele Data) It is understood that this project may exceed code minimum. If bidder would like to submit Value Engineering to provide code minimum, ONLY, specify item in spec/PPS standards and deviation that is proposed to reach code minimum ONLY. Yes No

- * (Tele Data) Provide all identification markers, labels, tags and related signage per the contract documents and local code/AHJ. Yes No

- * (Tele Data) Coordinate with electrical contractor/designers for all power requirements related to your scope of work. Any changes caused by this subcontractor which affects the scope of the electrical firm will be the responsibility of this subcontractor. Yes No

- * (Tele Data) Coordinate the location of all items included in your scope of work with architectural and structural features (including trim, white boards, misc. wall mounted items, etc.). Any items installed that will not allow the installation of designed features will be corrected at no extra cost, provided that these design features were apparent at the time of installation. Yes No

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* (Tele Data) Provide all testing, sterilization and certification of all systems as required by contract documents or as required Yes No

by governing authorities.

* (Tele Data) Andersen will provide egress lighting (via electrical subcontractor scope), each contractor is responsible for their own task lighting. Yes No

* (Tele Data) Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning. Yes No

* (Tele Data) Subcontractor shall take field measurements of tight or congested areas prior to fabrication of materials. Modifications to the Subcontractor's work due to the Subcontractor's failure to field measure these key areas will be at the Subcontractor's expense. The use of the BIM coordination plan will be used to the greatest extent possible, however, due to timing of the Existing Conditions Building Scan, and incorporation into Revit, some items may require field verification to continue design/coordination without the scan fully available/incorporated. Yes No

(TELE DATA) SPECIFIC ITEMS:

* (Tele Data) Provide all required labor, material, equipment, wiring, and devices for the Tele/Data system as described in Bid Package 26-12 Tele/data Specifications. Includes all design, drawings, and start-up for a complete, functioning system. Please note this scope is Design Assist. Yes No

* (Tele Data) Provide all required labor, material, equipment, wiring, and devices for the Security system as described in Division 28: Electronic Safety & Security Basic Req, Access Control & Intrusion Detection, Video Surveillance. Includes all design, drawings, and start-up for a complete, functioning system Yes No

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* (Tele Data) Coordinate raceways for Low Voltage systems provided in the Electrical Scope of work. Low Voltage coordination includes supplying drawing with locations off gridlines for sleeving, and other early rough in that is required for their scope of work to Electrical Subcontractor. Electrical Subcontractor will be required to communicate when information is required (well in advance of date needed on site), and coordinate sleeving with adjacent trades. Include raceway locations on Revit Model/BIM coordination. Note: Controls conduit can be excluded, provided by others (mechanical package) Yes No

* (Tele Data) BIM requirements for this scope of work are limited to providing information for the Div. 26 electrical contractor to represent in the model (supply CAD documents to Div. 26 contractor). Attend clash detection meetings to resolve issues with this scope of work (modify shop drawings as needed, and communicate with the Div. 26 subcontractor) Yes No

* (Tele Data) Include in design assist scoping review, coordination, discussion and meetings regarding adjacent scope coordination, including, but not limited to: Door Hardware, Power Supplies, Mounting locations, Mounting Devices, etc. Yes No

* (Tele Data) It is assumed that sleeving that is installed by Electrical Subcontractor will be an empty raceway that will be require a rated fire penetration to be supplied by this subcontractor after cabling has been installed. Install all fire rating in a neat and workman like manner. Subcontractor trades will choose one manufacture for all fire rated penetrations to use on project (Hilti, 3M, etc.). Yes No

(TELE DATA) TEMPORARY SERVICES: _____

(TELE DATA) GENERAL: _____

* (Tele Data) Temporary Facilities are currently under development, a general list of requirements, based on a similar project is provided below to assist with budgeting process. MEP trades will assist in developing a final temp utility plan for the project. Each trade will be required to issue a narrative and drawing to demonstrate plan development and finalization. See attached Temporary Utility Service Assumptions Matrix and plan for general information/locations. Yes No

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* (Tele Data) In preparation of Demolition work starting Summer 2021, all trades will be requested to provide a plan for PREP work to occur during summer of 2020 to reduce the amount of time after building is vacated in summer 2021 to "make safe for demolition" activities completion. This early work will be issued as an early work authorization prior to GMP. Yes No

* (Tele Data) All labor, supervision, materials, tools, equipment, fasteners, and adhesives as required to furnish install a complete system as outlined in the perspective bid package in accordance with all State Codes, Local Codes, NSC standards and jurisdictional codes & requirements, and in accordance with the contract documents. Yes No

* (Tele Data) Include all trade specific permits. Yes No

* (Tele Data) Inspect and test each service before placing temporary services in use. Arrange for required inspections and tests by governing authorities and obtain required certifications and permits for use. Inspect the power supply system from incoming gear to the spider boxes once a month. Report to Andersen and defects and results of monthly inspections. Yes No

* (Tele Data) Operate temporary services in a safe and efficient manner. Do not overload temporary services and facilities and do not let them interfere with the progress of work. Yes No

* (Tele Data) Should services of an independent engineer be required to survey existing and or temporary services, cost shall be included by contractor. Do not allow hazardous conditions to develop or persist at the site. Yes No

(TELE DATA) TEMPORARY UTILITIES:

* (Tele Data) Engage local utility companies to install temporary service to project or to make connections to existing service. Yes No

* (Tele Data) Arrange with companies, Owner, and Andersen for an acceptable time for service interruptions, where necessary, to make connections for temporary services. Yes No

* (Tele Data) Maintain service to Radio Station (Building I) to the greatest extent possible. Coordinate shutdowns as required. Yes No

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* (Tele Data) Include Power/ Telephone/Internet as applies to this scope for Jobsite Office Trailers. Assume the following for Work Stations/Wiring requirements at the Colocation 50 Workstations*, 1 Fax Line & Power, 5 Telephone lines.
 *Typical Workstation: 1 duplex outlet, 1 data connection, no phone requirement

Yes No

26-00.2 FIRE DETECTION & ALARM-DESIGN BUILD: _____

(FIRE ALARM) GENERAL ITEMS: _____

* (Fire Alarm) The intent of this bid package is to contract with to assist with design and procurement of the scope of work described above. A limited notice to proceed for Preconstruction Services and/or design (as applies) will be issued, until the GMP contract is in place with the Owner-anticipated May/June 2021. Include breakdown on bid form for Preconstruction and/or Design (as applies) only, this amount will become both the initial contract value and the value that would be billed if project was canceled for any reason.

Yes No

* (Fire Alarm) This scope of work description is intended to be indicative of the work to be performed but is not intended to describe all work necessary for a complete job. It is intended that, except as specifically provided herein, there shall be no change orders for any work or features that could be reasonably inferred to be required from the Contract Documents. If any of the instructions in the Scope of Work is contradictory to the manufacturers' recommendations or violates any code, industry standard, or good practice, it is the responsibility of the Subcontractor to bring this to the attention of the Contractor prior to starting any part of that Scope of Work. Continued...

Yes No

* (Fire Alarm) ... Subcontractor is responsible to provide all design, materials, labor, supervision, tools, fasteners, adhesives, escalation and equipment necessary for a complete this scope of work in scope in strict accordance with Andersen Bid Documents, approved plans and specifications, and to bring to the Contractors attention any substantive work missing from this description including but not limited to the following

Yes No

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* (Fire Alarm) Include Preconstruction Requirements as outlined on Preconstruction Service Requirements scoping, and project schedule for a general idea of project design & construction timing that is planned at this time. Yes No

* (Fire Alarm) RFP Estimate should include all information shown on project documents and narratives issued by Bassetti & subconsultants. Additionally, include all requirements in PPS Design Standards, unless noted on Deviations from PPS Standards dated 8/19/19. Yes No

* (Fire Alarm) Include BIM Requirements as outlined in Project Conditions, Attachment 5.6: BIM Execution Plan Yes No

* (Fire Alarm) Costs of all applicable trade permits, fees, and licenses (other than general building permit) are provided by this Subcontractor. Includes cost of plan check fees, if applicable. Yes No

* (Fire Alarm) Provide all design-build/engineered framing, seismic bracing, anchoring design, engineering & materials required to support this system, including, but not limited to beams, posts, blocking, hangers, I-joists, plywood, etc. This includes adjustment of floor joist layout for plumbing, electrical, HVAC shafts, and fire sprinkler needs. For existing building assumptions, refer to drawings marked "Record Drawings, for reference Only." If information is not defined on this set of drawings, facility is available for bidder walk-thru for some as built confirmation. Additional information may be available via select demolition depending on school schedule while occupied until June 2021, or during demolition defined in the project schedule. Include coordination of locations and special inspection of anchors. Yes No

* (Fire Alarm) Subcontractor shall provide anchors to secure equipment or piping. Cast in anchors will be utilized as needed for new work, and all anchors are to be submitted on and approved by the Structural Engineer. In slab coordination of embedded items will need to be coordinated with other MEP trades, Fireproofing Subcontractor, and Concrete Subcontractor. There will be multiple mobilizations required to install slab inserts at all new slabs being poured at the various buildings on the GHS campus. Yes No

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* (Fire Alarm) Note that depending on the final design of the construction documents, seismic / expansion joints may be required at the junction of some of the structures. Contractor shall provide the required expansion and contraction joints in the system as required by code or AHJ. Yes No

* (Fire Alarm) Contractor is responsible to notify Andersen / Colas when Architectural review is required at various stages of construction as outlined in the spec. Yes No

* (Fire Alarm) Any work in crawl space area will require special training. Refer to Project Conditions/Safety for additional information regarding confined space/potential hazardous materials (asbestos) in this area & training requirements. Include all costs for appropriate training and PPE in this scope of work. Yes No

* (Fire Alarm) Includes all necessary coordination with other trades. Every effort will be made to conceal the piping, cabling, etc. within walls or soffits to limit the amount of visible MEP items. Yes No

* (Fire Alarm) Subcontractor shall provide access panels as needed for access to this scope of work, to be installed by drywall contractor, this includes fire rated panels where required in rated assemblies. Yes No

* (Fire Alarm) Subcontractor to furnish and install any required backing, miscellaneous embedments, hangers or supports necessary for support of Subcontractors materials or equipment. Yes No

* (Fire Alarm) Includes all work required for mock-ups listed in the specifications/front end documents. Assume 1 Corridor Mock up and 1 Classroom mock up to be built in place for review/coordination (as early as feasible in the project). Yes No

* (Fire Alarm) Provide all required videotaped training of the Owner's personnel in location, function, control and emergency procedures for all fire protection systems and the preventive and periodic maintenance, and emergency repair procedures. The time and location of this training shall be at the sole discretion of the Owner. In addition, provide an approximate thirty (30) minute video of all system, maintenance and operation. Provide a sign-up sheet to the Owner / Contractor of personnel that attended training. Yes No

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* (Fire Alarm) A standard warranty as provided with warranty procedures as described in the contract documents. It is specifically noted and agreed that any equipment running before the date of acceptance shall not start the warranty period. Only the receipt of the occupancy permit and substantial completion certificate(s) shall start the warranty period. Includes the Letter of Conformance when all work is complete. Certain specifications require more than 1 year warranty, provide warranties that meet or exceed requirements in specs. Yes No

* (Fire Alarm) Furnish and install all sleeves required in CMU and/or concrete. If sleeves required in the basement walls, include in your pricing for core drilling and link seal of piping through walls. Note that all link seals are to be installed from the inside face of any exterior foundation walls, so that they can be tightened up over time. Yes No

* (Fire Alarm) Provide all required fire caulking / safing necessary to achieve cover approval from the appropriate inspection agencies fire sprinkler work. Include submittals for fire caulking / safing indicating the methods to be used at various sections of the structure. Fire caulking and safing to be provided in Andersen in accordance with the plans and specifications and governing authorities. Fire caulking at exposed concrete or non painted CMU wall areas shall be gray in color. Subcontractors will agree on one manufacturer to be used for the entire project by each trade. Yes No

* (Fire Alarm) The Subcontractor shall provide sealant around work which passes through cored holes, sleeves, framed, or blocked-out openings, drywall, floors, roofs, exterior walls, etc., in Andersen with local codes and specification requirements. Subcontractor shall provide all caulking, fire safing, flashings, counter flashings putty pads or other materials required for sealing their own penetrations. This work shall ensure prevention from the passage of smoke, gas, and flame between wall and floors and leaking water at waterproof membranes, flashing and roofing. Fire caulking work shall be included within the rough-in schedule for each floor. Yes No

* (Fire Alarm) Penetrations in slab and shear walls are allowed only within the restrictions of the Structural Engineer's design and review / approval. Yes No

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* (Fire Alarm) All drilling, boxing, blocking etc. required for this work is to be completed by this Subcontractor. No cutting of structural members shall be allowed without written approval from the Superintendent. The repair cost for any damage caused by unapproved alterations to any part of the structure shall be deducted from contract amount. Yes No

* (Fire Alarm) Coordinate the location of all items with architectural and structural features (including trim, columns, tile, appliances, cabinets, mirrors, etc.). Any items installed that will not allow the installation of designed features will be corrected at no additional cost. Yes No

* (Fire Alarm) Provide all required hoisting for your scope of work. Andersen will not have a crane or forklift on site for subcontractor use. Provide unloading of own material. No long term stock piling of material on site due to limitation of space. Short term storage to be approved by Andersen supervision upon request. Yes No

* (Fire Alarm) Provide all acoustic, seismic and vibrations control as indicated in the project documents, governing authorities or as normally required for a complete system. Yes No

* (Fire Alarm) Address in your proposal the method for this scope of work/system to remain operational prior to demolition & after demolition is complete. Since demolition will be performed by multiple companies, and in a phased fashion, include costs to install temporary isolation valves if necessary so that buildings and individual "sectors" can be isolated for shut off independently. Coordinate work as necessary with Demolition/Abatement contractors and/or local utility companies. It is intended to have utilities operational during the entire project construction. Some buildings/areas may be completed in advance of other buildings/areas and may need temporary utility feeds. Include the following components in your proposal. Participate in conversations & coordinate with local Fire Dept., PPS, Demo & Abatement contractors to facilitate this goal. Include new system coverage as early as possible with respects to Fire/Life Safety systems. Continued... Yes No

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* (Fire Alarm) ... Include all costs to cut, cap, drain, etc. to prepare system for demolition by others. If your intent is to reuse any part of the existing system, please indicate on proposal form what components you intend to reuse. Include removal and salvage of items related to this system identified in demolition spec (If applies). a. Main Building (Sectors A, B, E, G1, G2, D, I) Isolated from Auditorium-Sector A for some of the work b. Demolition & Construction of New Sectors C, F, H c. Demolition of existing Auto shop d. Relocation of Fire Line (if required) by Civil Contractor e. Maintaining Service with Existing/New Hydrants as pertains to your scope of work. f. Maintaining Temp Power, Gas, Water, Waste as pertains to your scope of work

Yes No

* (Fire Alarm) Refer to Owner Salvage Listing for all items that are required to be salvaged on this project. Perform Salvage work for same items that are included in New work to be removed, packaged, and transferred to a storage location within 25 miles of jobsite.

Yes No

* (Fire Alarm) It is assumed that the scope of work for demolition and new construction for the Utility Trench(es) will be scoped with typical 5' rule for utilities by Plumbing, Waste, Fire. Assume Civil Contractor will install new utility trench and/or extensions if required. Exception: Electrical is assumed to be located in a separate utility trench (if not already indicated as direct bury) and will be completely furnished & installed (trench, conduit, wiring, etc.) by the electrical contractor if required.

Yes No

* (Fire Alarm) Be responsible for the start-up and commissioning of the fire protection system. Attend weekly commissioning coordination meetings, and complete all required start-up and commissioning test forms as required by the Commissioning Agency. Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning.

Yes No

* (Fire Alarm) Include all slab on grade demolition/excavation, and existing wall penetrations as needed to facilitate work included in this subcontract.

Yes No

* (Fire Alarm) Escalation: refer to RFP Instructions/Budget Breakdown form for price escalation requirements.

Yes No

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- * (Fire Alarm) Include all requirements to safely handle lead/lead content shall be included in this scope of work, and performed by this contractor. Assume all existing surfaces include lead contaminates. A separate abatement contractor will not be hired to abate lead. Yes No

- * (Fire Alarm) Coordinate work, including layout for work to be performed by others regarding Asbestos abatement (must be performed by Abatement contractor). Yes No

- * (Fire Alarm) Includes all required excavation and backfill for the plumbing underground scope of work for the remaining work on site drawings (within 5' of building) and for work under slab on grade. The slab on grade will be removed by others, trenching & piping placement is included in this scope of work, and includes layout of plumbing under slab utilities, including staking and pot-hole verifications. Yes No

- * (Fire Alarm) Provide line and grade for own work from grid lines and elevation bench marks provided by others. Yes No

- * (Fire Alarm) Include all requirements pertaining to this scope of work as indicated on LEED Score Card Yes No

- * (Fire Alarm) Price to include all welding required for your scope of work including protection of other trades work. Yes No

- * (Fire Alarm) Review scope of work below regarding temporary services to facilitate demolition and/or construction operations (trailer area and onsite requirements). Include all work, including planning, permitting, etc. for items that are temporary in nature to facilitate project. If design is required solely for temporary items, include in this scope of work. Yes No

- * (Fire Alarm) Portland Public School Standards have been provided for reference only. Include a scoping letter that states that your bid complies with every item in the PPS standards, and if not, provide a marked up version of the PPS standards explaining requested changes to match bid. Yes No

- * (Fire Alarm) It is understood that this project may exceed code minimum. If bidder would like to submit Value Engineering to provide code minimum, ONLY, specify item in spec/PPS standards and deviation that is proposed to reach code minimum ONLY. Yes No

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* (Fire Alarm) Provide all identification markers, labels, tags and related signage per the contract documents and local Yes No

code/AHJ.

* (Fire Alarm) Coordinate with electrical contractor/designers for all power requirements related to your scope of work. Any changes caused by this subcontractor which affects the scope of the electrical firm will be the responsibility of this subcontractor. Yes No

* (Fire Alarm) Coordinate the location of all items included in your scope of work with architectural and structural features (including trim, white boards, misc. wall mounted items, etc.). Any items installed that will not allow the installation of designed features will be corrected at no extra cost, provided that these design features were apparent at the time of installation. Yes No

* (Fire Alarm) Provide all testing, sterilization and certification of all systems as required by contract documents or as required by governing authorities. Yes No

* (Fire Alarm) Andersen will provide egress lighting (via electrical subcontractor scope), each contractor is responsible for their own task lighting. Yes No

* (Fire Alarm) Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning. Yes No

* (Fire Alarm) Subcontractor shall take field measurements of tight or congested areas prior to fabrication of materials. Modifications to the Subcontractor's work due to the Subcontractor's failure to field measure these key areas will be at the Subcontractor's expense. The use of the BIM coordination plan will be used to the greatest extent possible, however, due to timing of the Existing Conditions Building Scan, and incorporation into Revit, some items may require field verification to continue design/coordination without the scan fully available/incorporated. Yes No

(FIRE ALARM) SPECIFIC ITEMS: _____

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* (Fire Alarm) Provide all required labor, material, equipment, wiring, and devices for the Fire Alarm system as described in Bid Package 26-15 Fire Alarm Specifications. Includes all design, drawings, and start-up for a complete, functioning system. Please note this scope is Design Build. Yes No

(FIRE ALARM) FIRE ALARM - PROVIDE ALL DESIGN & ENGINEERING, WIRING, DEVICES, PROGRAMMING, AND TESTING FOR COMPLETE, CODE COMPLIANT, FUNCTIONAL FIRE ALARM SYSTEM. INCLUDES, BUT IS NOT LIMITED TO:

* (Fire Alarm) All required heat detectors and shunt trip required at elevators. Yes No

* (Fire Alarm) All smoke detection at elevator lobbies and elevator recall requirements. Yes No

* (Fire Alarm) All smoke control electronics. Yes No

* (Fire Alarm) Fireman's override smoke control panel at fire command center. Yes No

* (Fire Alarm) Speakers in elevator cars. Yes No

* (Fire Alarm) Remote central station dial out. Yes No

* (Fire Alarm) All required fire alarm system drawings and permits. Yes No

* (Fire Alarm) All fire alarm control panels (with dialer and batteries). Yes No

* (Fire Alarm) Annunciators Yes No

* (Fire Alarm) Power supplies Yes No

* (Fire Alarm) Manual pull stations Yes No

* (Fire Alarm) All horn strobes, speaker strobes, and strobes (including weatherproof devices at exterior) Yes No

* (Fire Alarm) All smoke detectors Yes No

* (Fire Alarm) Tie in to carbon monoxide detectors at parking levels Yes No

* (Fire Alarm) Tie in to all fire smoke dampers (provided by mechanical design-builder) Yes No

* (Fire Alarm) All mini-horns in residential suites. Yes No

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- * (Fire Alarm) Connection and monitoring of all tamper and flow switches Yes No

- * (Fire Alarm) All duct detectors Yes No

- * (Fire Alarm) All monitoring related to the wet and dry sprinkler systems Yes No

- * (Fire Alarm) All monitoring and interaction related to the generator system Yes No

- * (Fire Alarm) Structured wiring to be open wired where allowed by code. Yes No

- * (Fire Alarm) System is bidder designed deferred submittal for review and approval by County and AHJ, as well as PPS/Design team. Yes No

- * (Fire Alarm) Includes all coordination with the fire protection design-builder. Yes No

- * (Fire Alarm) Coordinate raceways for Fire Alarm systems provided in the Electrical Scope of work. Low Voltage coordination includes supplying drawing with locations off gridlines for sleeving, and other early rough in that is required for their scope of work to Electrical Subcontractor. Electrical Subcontractor will be required to communicate when information is required (well in advance of date needed on site), and coordinate sleeving with adjacent trades. Include raceway locations on Revit Model/BIM coordination. Note: Controls conduit can be excluded, provided by others (mechanical package) Yes No

- * (Fire Alarm) BIM requirements for this scope of work are limited to providing information for the Div. 26 electrical contractor to represent in the model (supply CAD documents to Div. 26 contractor). Attend clash detection meetings to resolve issues with this scope of work (modify shop drawings as needed, and communicate with the Div. 26 subcontractor) Yes No

- * (Fire Alarm) Include in design build scoping review, coordination, discussion and meetings regarding adjacent scope coordination, including, but not limited to: Door Hardware, Power Supplies, Mounting locations, Mounting Devices, etc. Yes No

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* (Fire Alarm) It is assumed that sleeving that is installed by Electrical Subcontractor will be an empty raceway that will be require a rated fire penetration to be supplied by this subcontractor after cabling has been installed. Install all fire rating in a neat and workman like manner. Subcontractor trades will choose one manufacture for all fire rated penetrations to use on project (Hilti, 3M, etc.). Yes No

(FIRE ALARM) TEMPORARY SYSTEMS: _____

(FIRE ALARM) GENERAL: _____

* (Fire Alarm) Temporary Facilities are currently under development, a general list of requirements, based on a similar project is provided below to assist with budgeting process. MEP trades will assist in developing a final temp utility plan for the project. Each trade will be required to issue a narrative and drawing to demonstrate plan development and finalization. See attached Temporary Utility Service Assumptions Matrix and plan for general information/locations. Yes No

* (Fire Alarm) In preparation of Demolition work starting Summer 2021, all trades will be requested to provide a plan for PREP work to occur during summer of 2020 to reduce the amount of time after building is vacated in summer 2021 to "make safe for demolition" activities completion. This early work will be issued as an early work authorization prior to GMP. Yes No

* (Fire Alarm) All labor, supervision, materials, tools, equipment, fasteners, and adhesives as required to furnish install a complete system as outlined in the perspective bid package in accordance with all State Codes, Local Codes, NSC standards and jurisdictional codes & requirements, and in accordance with the contract documents. Yes No

* (Fire Alarm) Include all trade specific permits. Yes No

* (Fire Alarm) Inspect and test each service before placing temporary services in use. Arrange for required inspections and tests by governing authorities and obtain required certifications and permits for use. Inspect the power supply system from incoming gear to the spider boxes once a month. Report to Andersen and defects and results of monthly inspections. Yes No

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* (Fire Alarm) Operate temporary services in a safe and efficient manner. Do not overload temporary services and facilities and do not let them interfere with the progress of work. Yes No

* (Fire Alarm) Should services of an independent engineer be required to survey existing and or temporary services, cost shall be included by contractor. Do not allow hazardous conditions to develop or persist at the site. Yes No

(FIRE ALARM) TEMPORARY UTILITIES:

* (Fire Alarm) Engage local utility companies to install temporary service to project or to make connections to existing service. Yes No

* (Fire Alarm) Arrange with companies, Owner, and Andersen for an acceptable time for service interruptions, where necessary, to make connections for temporary services. Yes No

* (Fire Alarm) Maintain service to Radio Station (Building I) to the greatest extent possible. Coordinate shutdowns as required. Yes No

* (Fire Alarm) Research and review the existing fire alarm system and security system. Contractor will have responsibility for hiring, providing engineering, and providing the needed equipment for temporary maintenance of these systems OR Replace with temporary system to provide Fire/Smoke detection during construction, including monitoring. Contract and coordinate with 2nd-tier contractors in order to reuse the existing systems for construction. Owner will allow Andersen to re-use the existing equipment, provided that they have the option to reclaim this equipment when the project is finished or it is no longer needed. Continued... Yes No

* (Fire Alarm) ... Provide temporary power as required for temporary fire alarm systems and temporary security systems. Coordinate installation and support with system installers. Provide training as required to Owner & Andersen in order to monitor and maintain a working temporary system during construction. Provide a written plan narrative and drawing to support temporary F/A system for approval by PPS/Insurance Company/Andersen Safety Dept. Yes No

26-00.3 SECURITY/ACCESS CONTROL-DESIGN ASSIST:

(SECURITY) GENERAL ITEMS:

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* (Security) The intent of this bid package is to contract with to assist with design and procurement of the scope of work described above. A limited notice to proceed for Preconstruction Services and/or design (as applies) will be issued, until the GMP contract is in place with the Owner-anticipated May/June 2021. Include breakdown on bid form for Preconstruction and/or Design (as applies) only, this amount will become both the initial contract value and the value that would be billed if project was canceled for any reason.

Yes No

* (Security) This scope of work description is intended to be indicative of the work to be performed but is not intended to describe all work necessary for a complete job. It is intended that, except as specifically provided herein, there shall be no change orders for any work or features that could be reasonably inferred to be required from the Contract Documents. If any of the instructions in the Scope of Work is contradictory to the manufacturers' recommendations or violates any code, industry standard, or good practice, it is the responsibility of the Subcontractor to bring this to the attention of the Contractor prior to starting any part of that Scope of Work. Continued...

Yes No

* (Security) ...Subcontractor is responsible to provide all design, materials, labor, supervision, tools, fasteners, adhesives, escalation and equipment necessary for a complete this scope of work in scope in strict accordance with Andersen Bid Documents, approved plans and specifications, and to bring to the Contractors attention any substantive work missing from this description including but not limited to the following

Yes No

* (Security) Include Preconstruction Requirements as outlined on Preconstruction Service Requirements scoping, and project schedule for a general idea of project design & construction timing that is planned at this time.

Yes No

* (Security) RFP Estimate should include all information shown on project documents and narratives issued by Bassetti & subconsultants. Additionally, include all requirements in PPS Design Standards, unless noted on Deviations from PPS Standards dated 8/19/19.

Yes No

* (Security) Include BIM Requirements as outlined in Project Conditions, Attachment 5.6: BIM Execution Plan

Yes No

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* (Security) Costs of all applicable trade permits, fees, and licenses (other than general building permit) are provided by this Subcontractor. Includes cost of plan check fees, if applicable. Yes No

* (Security) Provide all design-build/engineered framing, seismic bracing, anchoring design, engineering & materials required to support this system, including, but not limited to beams, posts, blocking, hangers, l-joists, plywood, etc. This includes adjustment of floor joist layout for plumbing, electrical, HVAC shafts, and fire sprinkler needs. For existing building assumptions, refer to drawings marked "Record Drawings, for reference Only." If information is not defined on this set of drawings, facility is available for bidder walk-thru for some as built confirmation. Additional information may be available via select demolition depending on school schedule while occupied until June 2021, or during demolition defined in the project schedule. Include coordination of locations and special inspection of anchors. Yes No

* (Security) Subcontractor shall provide anchors to secure equipment or piping. Cast in anchors will be utilized as needed for new work, and all anchors are to be submitted on and approved by the Structural Engineer. In slab coordination of embedded items will need to be coordinated with other MEP trades, Fireproofing Subcontractor, and Concrete Subcontractor. There will be multiple mobilizations required to install slab inserts at all new slabs being poured at the various buildings on the GHS campus. Yes No

* (Security) Note that depending on the final design of the construction documents, seismic / expansion joints may be required at the junction of some of the structures. Contractor shall provide the required expansion and contraction joints in the system as required by code or AHJ. Yes No

* (Security) Contractor is responsible to notify Andersen / Colas when Architectural review is required at various stages of construction as outlined in the spec. Yes No

* (Security) Any work in crawl space area will require special training. Refer to Project Conditions/Safety for additional information regarding confined space/potential hazardous materials (asbestos) in this area & training requirements. Include all costs for appropriate training and PPE in this scope of work. Yes No

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* (Security) Includes all necessary coordination with other trades. Every effort will be made to conceal the piping, cabling, etc. within walls or soffits to limit the amount of visible MEP items. Yes No

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* (Security) A standard warranty as provided with warranty procedures as described in the contract documents. It is specifically noted and agreed that any equipment running before the date of acceptance shall not start the warranty period. Only the receipt of the occupancy permit and substantial completion certificate(s) shall start the warranty period. Includes the Letter of Conformance when all work is complete. Certain specifications require more that 1 year warranty, provide warranties that meet or exceed requirements in specs. Yes No

* (Security) Furnish and install all sleeves required in CMU and/or concrete. If sleeves required in the basement walls, include in your pricing for core drilling and link seal of piping through walls. Note that all link seals are to be installed from the inside face of any exterior foundation walls, so that they can be tightened up over time. Yes No

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* (Security) Provide all required fire caulking / safing necessary to achieve cover approval from the appropriate inspection agencies fire sprinkler work. Include submittals for fire caulking / safing indicating the methods to be used at various sections of the structure. Fire caulking and safing to be provided in Andersen in accordance with the plans and specifications and governing authorities. Fire caulking at exposed concrete or non painted CMU wall areas shall be gray in color. Subcontractors will agree on one manufacturer to be used for the entire project by each trade. Yes No

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* (Security) Penetrations in slab and shear walls are allowed only within the restrictions of the Structural Engineer's design and review / approval. Yes No

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* (Security) Coordinate the location of all items with architectural and structural features (including trim, columns, tile, appliances, cabinets, mirrors, etc.). Any items installed that will not allow the installation of designed features will be corrected at no additional cost. Yes No

* (Security) Provide all required hoisting for your scope of work. Andersen will not have a crane or forklift on site for subcontractor use. Provide unloading of own material. No long term stock piling of material on site due to limitation of space. Short term storage to be approved by Andersen supervision upon request. Yes No

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* (Security) Provide all acoustic, seismic and vibrations control as indicated in the project documents, governing authorities or as normally required for a complete system. Yes No

* (Security) Address in your proposal the method for this scope of work/system to remain operational prior to demolition & after demolition is complete. Since demolition will be performed by multiple companies, and in a phased fashion, include costs to install temporary isolation valves if necessary so that buildings and individual "sectors" can be isolated for shut off independently. Coordinate work as necessary with Demolition/Abatement contractors and/or local utility companies. It is intended to have utilities operational during the entire project construction. Some buildings/areas may be completed in advance of other buildings/areas and may need temporary utility feeds. Include the following components in your proposal. Participate in conversations & coordinate with local Fire Dept., PPS, Demo & Abatement contractors to facilitate this goal. Include new system coverage as early as possible with respects to Fire/Life Safety systems. Continued...

Yes No

* (Security) ...Include all costs to cut, cap, drain, etc. to prepare system for demolition by others. If your intent is to reuse any part of the existing system, please indicate on proposal form what components you intend to reuse. Include removal and salvage of items related to this system identified in demolition spec (If applies). a. Main Building (Sectors A, B, E, G1, G2, D, I) Isolated from Auditorium-Sector A for some of the work b. Demolition & Construction of New Sectors C, F, H c. Demolition of existing Auto shop d. Relocation of Fire Line (if required) by Civil Contractor e. Maintaining Service with Existing/New Hydrants as pertains to your scope of work. f. Maintaining Temp Power, Gas, Water, Waste as pertains to your scope of work

Yes No

* (Security) Refer to Owner Salvage Listing for all items that are required to be salvaged on this project. Perform Salvage work for same items that are included in New work to be removed, packaged, and transferred to a storage location within 25 miles of jobsite.

Yes No

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- * (Security) It is assumed that the scope of work for demolition and new construction for the Utility Trench(es) will be scoped with typical 5' rule for utilities by Plumbing, Waste, Fire. Assume Civil Contractor will install new utility trench and/or extensions if required. Exception: Electrical is assumed to be located in a separate utility trench (if not already indicated as direct bury) and will be completely furnished & installed (trench, conduit, wiring, etc.) by the electrical contractor if required. Yes No
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- * (Security) Include all slab on grade demolition/excavation, and existing wall penetrations as needed to facilitate work included in this subcontract. Yes No
- * (Security) Escalation: refer to RFP Instructions/Budget Breakdown form for price escalation requirements. Yes No
- * (Security) Include all requirements to safely handle lead/lead content shall be included in this scope of work, and performed by this contractor. Assume all existing surfaces include lead contaminates. A separate abatement contractor will not be hired to abate lead. Yes No
- * (Security) Coordinate work, including layout for work to be performed by others regarding Asbestos abatement (must be performed by Abatement contractor). Yes No
- * (Security) Includes all required excavation and backfill for the plumbing underground scope of work for the remaining work on site drawings (within 5' of building) and for work under slab on grade. The slab on grade will be removed by others, trenching & piping placement is included in this scope of work, and includes layout of plumbing under slab utilities, including staking and pot-hole verifications. Yes No

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- * (Security) Provide line and grade for own work from grid lines and elevation bench marks provided by others. Yes No

- * (Security) Include all requirements pertaining to this scope of work as indicated on LEED Score Card Yes No

- * (Security) Price to include all welding required for your scope of work including protection of other trades work. Yes No

- * (Security) Review scope of work below regarding temporary services to facilitate demolition and/or construction operations (trailer area and onsite requirements). Include all work, including planning, permitting, etc. for items that are temporary in nature to facilitate project. If design is required solely for temporary items, include in this scope of work. Yes No

- * (Security) Portland Public School Standards have been provided for reference only. Include a scoping letter that states that your bid complies with every item in the PPS standards, and if not, provide a marked up version of the PPS standards explaining requested changes to match bid. Yes No

- * (Security) It is understood that this project may exceed code minimum. If bidder would like to submit Value Engineering to provide code minimum, ONLY, specify item in spec/PPS standards and deviation that is proposed to reach code minimum ONLY. Yes No

- * (Security) Provide all identification markers, labels, tags and related signage per the contract documents and local code/AHJ. Yes No

- * (Security) Coordinate with electrical contractor/designers for all power requirements related to your scope of work. Any changes caused by this subcontractor which affects the scope of the electrical firm will be the responsibility of this subcontractor. Yes No

- * (Security) Coordinate the location of all items included in your scope of work with architectural and structural features (including trim, white boards, misc. wall mounted items, etc.). Any items installed that will not allow the installation of designed features will be corrected at no extra cost, provided that these design features were apparent at the time of installation. Yes No

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* (Security) Provide all testing, sterilization and certification of all systems as required by contract documents or as required by Yes No

governing authorities.

* (Security) Andersen will provide egress lighting (via electrical subcontractor scope), each contractor is responsible for their own task lighting. Yes No

* (Security) Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning. Yes No

* (Security) Subcontractor shall take field measurements of tight or congested areas prior to fabrication of materials. Modifications to the Subcontractor's work due to the Subcontractor's failure to field measure these key areas will be at the Subcontractor's expense. The use of the BIM coordination plan will be used to the greatest extent possible, however, due to timing of the Existing Conditions Building Scan, and incorporation into Revit, some items may require field verification to continue design/coordination without the scan fully available/incorporated. Yes No

(SECURITY) SPECIFIC ITEMS:

* (Security) Provide all required labor, material, equipment, wiring, and devices for the Security system as described in Security Bid Package 26-11 Specifications. Includes all design, drawings, and start-up for a complete, functioning system. Please note this scope of work is Design Assist. Yes No

* (Security) Coordinate raceways for Security systems provided in the Electrical Scope of work. Low Voltage coordination includes supplying drawing with locations off gridlines for sleeving, and other early rough in that is required for their scope of work to Electrical Subcontractor. Electrical Subcontractor will be required to communicate when information is required (well in advance of date needed on site), and coordinate sleeving with adjacent trades. Include raceway locations on Revit Model/BIM coordination. Note: Controls conduit can be excluded, provided by others (mechanical package) Yes No

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* (Security) BIM requirements for this scope of work are limited to providing information for the Div. 26 electrical contractor to represent in the model (supply CAD documents to Div. 26 contractor). Attend clash detection meetings to resolve issues with this scope of work (modify shop drawings as needed, and communicate with the Div. 26 subcontractor) Yes No

* (Security) Include in design assist scoping review, coordination, discussion and meetings regarding adjacent scope coordination, including, but not limited to: Door Hardware, Power Supplies, Mounting locations, Mounting Devices, etc. Yes No

* (Security) It is assumed that sleeving that is installed by Electrical Subcontractor will be an empty raceway that will be require a rated fire penetration to be supplied by this subcontractor after cabling has been installed. Install all fire rating in a neat and workman like manner. Subcontractor trades will choose one manufacture for all fire rated penetrations to use on project (Hilti, 3M, etc.). Yes No

(SECURITY) ACCESS CONTROL & INTRUSION DETECTION:

* (Security) Provide all required labor, material, equipment, wiring, and devices for the Security system. Includes all design, drawings, and start-up for a complete, functioning system. Yes No

* (Security) Provide all required labor, material, equipment, wiring, and devices for the Security system as described in Division 28: Electronic Safety & Security Basic Req, Access Control & Intrusion Detection, Video Surveillance. Includes all design, drawings, and start-up for a complete, functioning system Yes No

* (Security) Include all coordination as required between Owner preferred utility company (i.e. Comcast / Century Link) to fully activate system Yes No

* (Security) Provide security and monitoring for temporary construction offices (a.k.a. job trailers) for Andersen- Colas and PPS trailers for duration of the project. Yes No

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- * (Security) Scope includes all labor and materials to furnish and install a complete code compliant access control system, in compliance with local jurisdictions and the Project Documents. Access Control scope includes but is not strictly limited to: Security Management System (SMS), Access control system main control panel and door control panel, all card readers, access control cards, request to exit device (REX), power supplies, intrusion main control panel, motion detectors, cable and wiring, lockdown panic button, door entry video intercom system, etc.

Yes No
- * (Security) Scope includes installing, testing, trouble shooting, and verifying proper functionality of all access controlled doors.

Yes No
- * (Security) Scope includes labor for installing, wiring and powering up all electric strikes and latches provided by others.

Yes No
- * (Security) Scope includes furnishing and installing all low voltage power supplies needed/require for proper functionality of the access control system.

Yes No
- * (Security) All equipment to be bench tested prior to delivery to the jobsite.

Yes No
- * (Security) This subcontractor will in a timely manner review and verify all electrical requirements for the hardware and will coordinate with the plans and notify the general contractor if additional electrical needs will be required.

Yes No
- * (Security) This subcontractor is responsible to make sure the minimum requirements are met between the power and low voltage wiring is met and maintained.

Yes No
- * (Security) This subcontractor will provide eight (8) hours of training and two (2) hours of maintenance instruction, video recording of training, to the owner after the system is in place, for all access control and CCTV.

Yes No
- * (Security) This subcontractor shall coordinate with the door/door hardware subcontractor, to ensure each door will function properly with the equipment specified. If for some reason the access control equipment and door hardware are not compatible, it will be the responsibility of this subcontractor to notify Andersen-Colas in a timely manner and ahead of time so it does not delay the project schedule

Yes No

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(SECURITY) VIDEO SURVEILLANCE:

- * (Security) 1. Scope includes all labor and materials to furnish and install a complete code compliant video surveillance system, in compliance with the plans and specifications. Scope includes but is not strictly limited to: Video management system (VMS), video recording system, cameras and lenses, camera enclosures and mounts, cable, wire, and all accessories. Yes No
- * (Security) 2. Scope includes video management system capable of long-term storage as required per the Contract Documents. Yes No
- * (Security) 3. Scope includes all cameras (interior & exterior) as required per the Contract Documents. Cameras shall have a date and time stamp for each camera. Yes No
- * (Security) 4. Scope includes all interior cameras to be either dome style or installed in dome enclosures unless Project Documents specifically indicate otherwise. Coordinate specific requirements with Andersen-Colas, Designer and Owner prior to commencing work. Yes No
- * (Security) 5. Scope includes cameras which have the proper lenses installed for the environment in which it is located and areas of monitoring to allow for optimal coverage. Coordinate specific requirements with Andersen-Colas, Designer and Owner prior to commencing work. Yes No
- * (Security) 6. Scope includes cameras capable of operating in a 100 percent condensing humidity atmosphere and be dust and water tight. Yes No
- * (Security) 7. Scope includes all cameras to be housed in tamper resistant enclosures Yes No

26-00.4 DISTRIBUTED ANTENNA SYSTEM-DESIGN ASSIST:

(DAS) GENERAL ITEMS:

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* (DAS) The intent of this bid package is to contract with to assist with design and procurement of the scope of work described above. A limited notice to proceed for Preconstruction Services and/or design (as applies) will be issued, until the GMP contract is in place with the Owner-anticipated May/June 2021. Include breakdown on bid form for Preconstruction and/or Design (as applies) only, this

Yes No

amount will become both the initial contract value and the value that would be billed if project was canceled for any reason.

* (DAS) This scope of work description is intended to be indicative of the work to be performed but is not intended to describe all work necessary for a complete job. It is intended that, except as specifically provided herein, there shall be no change orders for any work or features that could be reasonably inferred to be required from the Contract Documents. If any of the instructions in the Scope of Work is contradictory to the manufacturers' recommendations or violates any code, industry standard, or good practice, it is the responsibility of the Subcontractor to bring this to the attention of the Contractor prior to starting any part of that Scope of Work. Continued...

Yes No

* (DAS) ...Subcontractor is responsible to provide all design, materials, labor, supervision, tools, fasteners, adhesives, escalation and equipment necessary for a complete this scope of work in scope in strict accordance with Andersen Bid Documents, approved plans and specifications, and to bring to the Contractors attention any substantive work missing from this description including but not limited to the following

Yes No

* (DAS) Include Preconstruction Requirements as outlined on Preconstruction Service Requirements scoping, and project schedule for a general idea of project design & construction timing that is planned at this time.

Yes No

* (DAS) RFP Estimate should include all information shown on project documents and narratives issued by Bassetti & subconsultants. Additionally, include all requirements in PPS Design Standards, unless noted on Deviations from PPS Standards dated 8/19/19.

Yes No

* (DAS) Include BIM Requirements as outlined in Project Conditions, Attachment 5.6: BIM Execution Plan

Yes No

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* (DAS) Costs of all applicable trade permits, fees, and licenses (other than general building permit) are provided by this Subcontractor. Includes cost of plan check fees, if applicable. Yes No

* (DAS) Provide all design-build/engineered framing, seismic bracing, anchoring design, engineering & materials required to support this system, including, but not limited to beams, posts, blocking, hangers, I-joists, plywood, etc. This includes adjustment of floor joist layout for plumbing, electrical, HVAC shafts, and fire sprinkler needs. For existing building assumptions, refer to drawings marked "Record Drawings, for reference Only." If information is not defined on this set of drawings, facility is available for bidder walk-thru for some as built confirmation. Additional information may be available via select demolition depending on school schedule while occupied until June 2021, or during demolition defined in the project schedule. Include coordination of locations and special inspection of anchors. Yes No

* (DAS) Subcontractor shall provide anchors to secure equipment or piping. Cast in anchors will be utilized as needed for new work, and all anchors are to be submitted on and approved by the Structural Engineer. In slab coordination of embedded items will need to be coordinated with other MEP trades, Fireproofing Subcontractor, and Concrete Subcontractor. There will be multiple mobilizations required to install slab inserts at all new slabs being poured at the various buildings on the GHS campus. Yes No

* (DAS) Note that depending on the final design of the construction documents, seismic / expansion joints may be required at the junction of some of the structures. Contractor shall provide the required expansion and contraction joints in the system as required by code or AHJ. Yes No

* (DAS) Contractor is responsible to notify Andersen / Colas when Architectural review is required at various stages of construction as outlined in the spec. Yes No

* (DAS) Any work in crawl space area will require special training. Refer to Project Conditions/Safety for additional information regarding confined space/potential hazardous materials (asbestos) in this area & training requirements. Include all costs for appropriate training and PPE in this scope of work. Yes No

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* (DAS) Includes all necessary coordination with other trades. Every effort will be made to conceal the piping, cabling, etc. within walls or soffits to limit the amount of visible MEP items. Yes No

* (DAS) Subcontractor shall provide access panels as needed for access to this scope of work, to be installed by drywall contractor, this includes fire rated panels where required in rated assemblies. Yes No

* (DAS) Subcontractor to furnish and install any required backing, miscellaneous embedments, hangers or supports necessary for support of Subcontractors materials or equipment. Yes No

* (DAS) Includes all work required for mock-ups listed in the specifications/front end documents. Assume 1 Corridor Mock up and 1 Classroom mock up to be built in place for review/coordination (as early as feasible in the project). Yes No

* (DAS) Provide all required videotaped training of the Owner's personnel in location, function, control and emergency procedures for all fire protection systems and the preventive and periodic maintenance, and emergency repair procedures. The time and location of this training shall be at the sole discretion of the Owner. In addition, provide an approximate thirty (30) minute video of all system, maintenance and operation. Provide a sign-up sheet to the Owner / Contractor of personnel that attended training. Yes No

* (DAS) A standard warranty as provided with warranty procedures as described in the contract documents. It is specifically noted and agreed that any equipment running before the date of acceptance shall not start the warranty period. Only the receipt of the occupancy permit and substantial completion certificate(s) shall start the warranty period. Includes the Letter of Conformance when all work is complete. Certain specifications require more that 1 year warranty, provide warranties that meet or exceed requirements in specs. Yes No

* (DAS) Furnish and install all sleeves required in CMU and/or concrete. If sleeves required in the basement walls, include in your pricing for core drilling and link seal of piping through walls. Note that all link seals are to be installed from the inside face of any exterior foundation walls, so that they can be tightened up over time. Yes No

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* (DAS) Provide all required fire caulking / safing necessary to achieve cover approval from the appropriate inspection agencies fire sprinkler work. Include submittals for fire caulking / safing indicating the methods to be used at various sections of the structure. Fire caulking and safing to be provided in Andersen in accordance with the plans and specifications and governing authorities. Fire caulking at exposed concrete or non painted CMU wall areas shall be gray in color. Subcontractors will agree on one manufacturer to be used for the entire project by each trade. Yes No

* (DAS) The Subcontractor shall provide sealant around work which passes through cored holes, sleeves, framed, or blocked-out openings, drywall, floors, roofs, exterior walls, etc., in Andersen with local codes and specification requirements. Subcontractor shall provide all caulking, fire safing, flashings, counter flashings putty pads or other materials required for sealing their own penetrations. This work shall ensure prevention from the passage of smoke, gas, and flame between wall and floors and leaking water at waterproof membranes, flashing and roofing. Fire caulking work shall be included within the rough-in schedule for each floor. Yes No

* (DAS) Penetrations in slab and shear walls are allowed only within the restrictions of the Structural Engineer's design and review / approval. Yes No

* (DAS) All drilling, boxing, blocking etc. required for this work is to be completed by this Subcontractor. No cutting of structural members shall be allowed without written approval from the Superintendent. The repair cost for any damage caused by unapproved alterations to any part of the structure shall be deducted from contract amount. Yes No

* (DAS) Coordinate the location of all items with architectural and structural features (including trim, columns, tile, appliances, cabinets, mirrors, etc.). Any items installed that will not allow the installation of designed features will be corrected at no additional cost. Yes No

* (DAS) Provide all required hoisting for your scope of work. Andersen will not have a crane or forklift on site for subcontractor use. Provide unloading of own material. No long term stock piling of material on site due to limitation of space. Short term storage to be approved by Andersen supervision upon request. Yes No

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* (DAS) Provide all acoustic, seismic and vibrations control as indicated in the project documents, governing authorities or as normally required for a complete system. Yes No

* (DAS) Address in your proposal the method for this scope of work/system to remain operational prior to demolition & after demolition is complete. Since demolition will be performed by multiple companies, and in a phased fashion, include costs to install temporary isolation valves if necessary so that buildings and individual "sectors" can be isolated for shut off independently. Coordinate work as necessary with Demolition/Abatement contractors and/or local utility companies. It is intended to have utilities operational during the entire project construction. Some buildings/areas may be completed in advance of other buildings/areas and may need temporary utility feeds. Include the following components in your proposal. Participate in conversations & coordinate with local Fire Dept., PPS, Demo & Abatement contractors to facilitate this goal. Continued... Yes No

* (DAS) ... Include new system coverage as early as possible with respects to Fire/Life Safety systems. Include all costs to cut, cap, drain, etc. to prepare system for demolition by others. If your intent is to reuse any part of the existing system, please indicate on proposal form what components you intend to reuse. Include removal and salvage of items related to this system identified in demolition spec (If applies). a. Main Building (Sectors A, B, E, G1, G2, D, I) Isolated from Auditorium-Sector A for some of the work b. Demolition & Construction of New Sectors C, F, H c. Demolition of existing Auto shop d. Relocation of Fire Line (if required) by Civil Contractor e. Maintaining Service with Existing/New Hydrants as pertains to your scope of work. f. Maintaining Temp Power, Gas, Water, Waste as pertains to your scope of work Yes No

* (DAS) Refer to Owner Salvage Listing for all items that are required to be salvaged on this project. Perform Salvage work for same items that are included in New work to be removed, packaged, and transferred to a storage location within 25 miles of jobsite. Yes No

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* (DAS) It is assumed that the scope of work for demolition and new construction for the Utility Trench(es) will be scoped with typical 5' rule for utilities by Plumbing, Waste, Fire. Assume Civil Contractor will install new utility trench and/or extensions if required. Exception: Electrical is assumed to be located in a separate utility trench (if not already indicated as direct bury) and will be completely furnished & installed (trench, conduit, wiring, etc.) by the electrical contractor if required. Yes No

* (DAS) Be responsible for the start-up and commissioning of the fire protection system. Attend weekly commissioning coordination meetings, and complete all required start-up and commissioning test forms as required by the Commissioning Agency. Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning. Yes No

* (DAS) Include all slab on grade demolition/excavation, and existing wall penetrations as needed to facilitate work included in this subcontract. Yes No

* (DAS) Escalation: refer to RFP Instructions/Budget Breakdown form for price escalation requirements. Yes No

* (DAS) Include all requirements to safely handle lead/lead content shall be included in this scope of work, and performed by this contractor. Assume all existing surfaces include lead contaminates. A separate abatement contractor will not be hired to abate lead. Yes No

* (DAS) Coordinate work, including layout for work to be performed by others regarding Asbestos abatement (must be performed by Abatement contractor). Yes No

* (DAS) Includes all required excavation and backfill for the plumbing underground scope of work for the remaining work on site drawings (within 5' of building) and for work under slab on grade. The slab on grade will be removed by others, trenching & piping placement is included in this scope of work, and includes layout of plumbing under slab utilities, including staking and pot-hole verifications. Yes No

* (DAS) Provide line and grade for own work from grid lines and elevation bench marks provided by others. Yes No

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- * (DAS) Include all requirements pertaining to this scope of work as indicated on LEED Score Card Yes No

- * (DAS) Price to include all welding required for your scope of work including protection of other trades work. Yes No

- * (DAS) Review scope of work below regarding temporary services to facilitate demolition and/or construction operations (trailer area and onsite requirements). Include all work, including planning, permitting, etc. for items that are temporary in nature to facilitate project. If design is required solely for temporary items, include in this scope of work. Yes No

- * (DAS) Portland Public School Standards have been provided for reference only. Include a scoping letter that states that your bid complies with every item in the PPS standards, and if not, provide a marked up version of the PPS standards explaining requested changes to match bid. Yes No

- * (DAS) It is understood that this project may exceed code minimum. If bidder would like to submit Value Engineering to provide code minimum, ONLY, specify item in spec/PPS standards and deviation that is proposed to reach code minimum ONLY. Yes No

- * (DAS) Provide all identification markers, labels, tags and related signage per the contract documents and local code/AHJ. Yes No

- * (DAS) Coordinate with electrical contractor/designers for all power requirements related to your scope of work. Any changes caused by this subcontractor which affects the scope of the electrical firm will be the responsibility of this subcontractor. Yes No

- * (DAS) Coordinate the location of all items included in your scope of work with architectural and structural features (including trim, white boards, misc. wall mounted items, etc.). Any items installed that will not allow the installation of designed features will be corrected at no extra cost, provided that these design features were apparent at the time of installation. Yes No

- * (DAS) Provide all testing, sterilization and certification of all systems as required by contract documents or as required by governing authorities. Yes No

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* (DAS) Andersen will provide egress lighting (via electrical subcontractor scope), each contractor is responsible for their own task lighting. Yes No

* (DAS) Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning. Yes No

* (DAS) Subcontractor shall take field measurements of tight or congested areas prior to fabrication of materials. Modifications to the Subcontractor's work due to the Subcontractor's failure to field measure these key areas will be at the Subcontractor's expense. The use of the BIM coordination plan will be used to the greatest extent possible, however, due to timing of the Existing Conditions Building Scan, and incorporation into Revit, some items may require field verification to continue design/coordination without the scan fully available/incorporated. Yes No

(DAS) SPECIFIC ITEMS:

* (DAS) Provide all required labor, material, equipment, wiring, and devices for the DAS system as described in Bid Package 26-18 Specifications. Includes all design, drawings, and start-up for a complete, functioning system. Please note this scope is Design Assist. Yes No

* (DAS) System shall meet Portland Fire & Rescue requirements. Yes No

* (DAS) Subcontractor is responsible for testing the system's performance and balancing the system's signal strength according and subject to the Wireless Operators criteria and approval. Yes No

* (DAS) BIM requirements for this scope of work are limited to providing information for the Div. 26 electrical contractor to represent in the model (supply CAD documents to Div. 26 contractor). Attend clash detection meetings to resolve issues with this scope of work (modify shop drawings as needed, and communicate with the Div. 26 subcontractor) Yes No

26-00.5 PV ARRAYS-DESIGN ASSIST:

(PV) GENERAL ITEMS:

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* (PV) The intent of this bid package is to contract with to assist with design and procurement of the scope of work described above. A limited notice to proceed for Preconstruction Services and/or design (as applies) will be issued, until the GMP contract is in place with the Owner-anticipated May/June 2021. Include breakdown on bid form for Preconstruction and/or Design (as applies) only, this amount will become both the initial contract value and the value that would be billed if project was canceled for any reason. Yes No

* (PV) This scope of work description is intended to be indicative of the work to be performed but is not intended to describe all work necessary for a complete job. It is intended that, except as specifically provided herein, there shall be no change orders for any work or features that could be reasonably inferred to be required from the Contract Documents. If any of the instructions in the Scope of Work is contradictory to the manufacturers' recommendations or violates any code, industry standard, or good practice, it is the responsibility of the Subcontractor to bring this to the attention of the Contractor prior to starting any part of that Scope of Work. Continued... Yes No

* (PV) ...Subcontractor is responsible to provide all design, materials, labor, supervision, tools, fasteners, adhesives, escalation and equipment necessary for a complete this scope of work in scope in strict accordance with Andersen Bid Documents, approved plans and specifications, and to bring to the Contractors attention any substantive work missing from this description including but not limited to the following Yes No

* (PV) Include Preconstruction Requirements as outlined on Preconstruction Service Requirements scoping, and project schedule for a general idea of project design & construction timing that is planned at this time. Yes No

* (PV) RFP Estimate should include all information shown on project documents and narratives issued by Bassetti & subconsultants. Additionally, include all requirements in PPS Design Standards, unless noted on Deviations from PPS Standards dated 8/19/19. Yes No

* (PV) Include BIM Requirements as outlined in Project Conditions, Attachment 5.6: BIM Execution Plan Yes No

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* (PV) Costs of all applicable trade permits, fees, and licenses (other than general building permit) are provided by this Subcontractor. Includes cost of plan check fees, if applicable. Yes No

* (PV) Provide all design-build/engineered framing, seismic bracing, anchoring design, engineering & materials required to support this system, including, but not limited to beams, posts, blocking, hangers, I-joists, plywood, etc. This includes adjustment of floor joist layout for plumbing, electrical, HVAC shafts, and fire sprinkler needs. For existing building assumptions, refer to drawings marked "Record Drawings, for reference Only." If information is not defined on this set of drawings, facility is available for bidder walk-thru for some as built confirmation. Additional information may be available via select demolition depending on school schedule while occupied until June 2021, or during demolition defined in the project schedule. Include coordination of locations and special inspection of anchors. Yes No

* (PV) Subcontractor shall provide anchors to secure equipment or piping. Cast in anchors will be utilized as needed for new work, and all anchors are to be submitted on and approved by the Structural Engineer. In slab coordination of embedded items will need to be coordinated with other MEP trades, Fireproofing Subcontractor, and Concrete Subcontractor. There will be multiple mobilizations required to install slab inserts at all new slabs being poured at the various buildings on the GHS campus. Yes No

* (PV) Note that depending on the final design of the construction documents, seismic / expansion joints may be required at the junction of some of the structures. Contractor shall provide the required expansion and contraction joints in the system as required by code or AHJ. Yes No

* (PV) Contractor is responsible to notify Andersen / Colas when Architectural review is required at various stages of construction as outlined in the spec. Yes No

* (PV) Any work in crawl space area will require special training. Refer to Project Conditions/Safety for additional information regarding confined space/potential hazardous materials (asbestos) in this area & training requirements. Include all costs for appropriate training and PPE in this scope of work. Yes No

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- * (PV) Includes all necessary coordination with other trades. Every effort will be made to conceal the piping, cabling, etc. within walls or soffits to limit the amount of visible MEP items. Yes No
- * (PV) Subcontractor shall provide access panels as needed for access to this scope of work, to be installed by drywall contractor, this includes fire rated panels where required in rated assemblies. Yes No
- * (PV) Subcontractor to furnish and install any required backing, miscellaneous embedments, hangers or supports necessary for support of Subcontractors materials or equipment. Yes No
- * (PV) Includes all work required for mock-ups listed in the specifications/front end documents. Assume 1 Corridor Mock up and 1 Classroom mock up to be built in place for review/coordination (as early as feasible in the project). Yes No
- * (PV) Provide all required videotaped training of the Owner's personnel in location, function, control and emergency procedures for all fire protection systems and the preventive and periodic maintenance, and emergency repair procedures. The time and location of this training shall be at the sole discretion of the Owner. In addition, provide an approximate thirty (30) minute video of all system, maintenance and operation. Provide a sign-up sheet to the Owner / Contractor of personnel that attended training. Yes No
- * (PV) A standard warranty as provided with warranty procedures as described in the contract documents. It is specifically noted and agreed that any equipment running before the date of acceptance shall not start the warranty period. Only the receipt of the occupancy permit and substantial completion certificate(s) shall start the warranty period. Includes the Letter of Conformance when all work is complete. Certain specifications require more that 1 year warranty, provide warranties that meet or exceed requirements in specs. Yes No
- * (PV) Furnish and install all sleeves required in CMU and/or concrete. If sleeves required in the basement walls, include in your pricing for core drilling and link seal of piping through walls. Note that all link seals are to be installed from the inside face of any exterior foundation walls, so that they can be tightened up over time. Yes No

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* (PV) Provide all required fire caulking / safing necessary to achieve cover approval from the appropriate inspection agencies fire sprinkler work. Include submittals for fire caulking / safing indicating the methods to be used at various sections of the structure. Fire caulking and safing to be provided in Andersen in accordance with the plans and specifications and governing authorities. Fire caulking at exposed concrete or non painted CMU wall areas shall be gray in color. Subcontractors will agree on one manufacturer to be used for the entire project by each trade. Yes No

* (PV) The Subcontractor shall provide sealant around work which passes through cored holes, sleeves, framed, or blocked-out openings, drywall, floors, roofs, exterior walls, etc., in Andersen with local codes and specification requirements. Subcontractor shall provide all caulking, fire safing, flashings, counter flashings putty pads or other materials required for sealing their own penetrations. This work shall ensure prevention from the passage of smoke, gas, and flame between wall and floors and leaking water at waterproof membranes, flashing and roofing. Fire caulking work shall be included within the rough-in schedule for each floor. Yes No

* (PV) Penetrations in slab and shear walls are allowed only within the restrictions of the Structural Engineer's design and review / approval. Yes No

* (PV) All drilling, boxing, blocking etc. required for this work is to be completed by this Subcontractor. No cutting of structural members shall be allowed without written approval from the Superintendent. The repair cost for any damage caused by unapproved alterations to any part of the structure shall be deducted from contract amount. Yes No

* (PV) Coordinate the location of all items with architectural and structural features (including trim, columns, tile, appliances, cabinets, mirrors, etc.). Any items installed that will not allow the installation of designed features will be corrected at no additional cost. Yes No

* (PV) Provide all required hoisting for your scope of work. Andersen will not have a crane or forklift on site for subcontractor use. Provide unloading of own material. No long term stock piling of material on site due to limitation of space. Short term storage to be approved by Andersen supervision upon request. Yes No

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* (PV) Provide all acoustic, seismic and vibrations control as indicated in the project documents, governing authorities or as normally required for a complete system. Yes No

* (PV) Address in your proposal the method for this scope of work/system to remain operational prior to demolition & after demolition is complete. Since demolition will be performed by multiple companies, and in a phased fashion, include costs to install temporary isolation valves if necessary so that buildings and individual "sectors" can be isolated for shut off independently. Coordinate work as necessary with Demolition/Abatement contractors and/or local utility companies. It is intended to have utilities operational during the entire project construction. Some buildings/areas may be completed in advance of other buildings/areas and may need temporary utility feeds. Include the following components in your proposal. Participate in conversations & coordinate with local Fire Dept., PPS, Demo & Abatement contractors to facilitate this goal. Include new system coverage as early as possible with respects to Fire/Life Safety systems. Continued...

* (PV) ...Include all costs to cut, cap, drain, etc. to prepare system for demolition by others. If your intent is to reuse any part of the existing system, please indicate on proposal form what components you intend to reuse. Include removal and salvage of items related to this system identified in demolition spec (If applies). a. Main Building (Sectors A, B, E, G1, G2, D, I) Isolated from Auditorium-Sector A for some of the work b. Demolition & Construction of New Sectors C, F, H c. Demolition of existing Auto shop d. Relocation of Fire Line (if required) by Civil Contractor e. Maintaining Service with Existing/New Hydrants as pertains to your scope of work. f. Maintaining Temp Power, Gas, Water, Waste as pertains to your scope of work

* (PV) Refer to Owner Salvage Listing for all items that are required to be salvaged on this project. Perform Salvage work for same items that are included in New work to be removed, packaged, and transferred to a storage location within 25 miles of jobsite. Yes No

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Portland, OR, United States of America

* (PV) It is assumed that the scope of work for demolition and new construction for the Utility Trench(es) will be scoped with typical 5' rule for utilities by Plumbing, Waste, Fire. Assume Civil Contractor will install new utility trench and/or extensions if required. Exception: Electrical is assumed to be located in a separate utility trench (if not already indicated as direct bury) and will be completely furnished & installed (trench, conduit, wiring, etc.) by the electrical contractor if required. Yes No

* (PV) Be responsible for the start-up and commissioning of the fire protection system. Attend weekly commissioning coordination meetings, and complete all required start-up and commissioning test forms as required by the Commissioning Agency. Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning. Yes No

* (PV) Include all slab on grade demolition/excavation, and existing wall penetrations as needed to facilitate work included in this subcontract. Yes No

* (PV) Escalation: refer to RFP Instructions/Budget Breakdown form for price escalation requirements. Yes No

* (PV) Include all requirements to safely handle lead/lead content shall be included in this scope of work, and performed by this contractor. Assume all existing surfaces include lead contaminates. A separate abatement contractor will not be hired to abate lead. Yes No

* (PV) Coordinate work, including layout for work to be performed by others regarding Asbestos abatement (must be performed by Abatement contractor). Yes No

* (PV) Includes all required excavation and backfill for the plumbing underground scope of work for the remaining work on site drawings (within 5' of building) and for work under slab on grade. The slab on grade will be removed by others, trenching & piping placement is included in this scope of work, and includes layout of plumbing under slab utilities, including staking and pot-hole verifications. Yes No

* (PV) Provide line and grade for own work from grid lines and elevation bench marks provided by others. Yes No

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- * (PV) Include all requirements pertaining to this scope of work as indicated on LEED Score Card Yes No

- * (PV) Price to include all welding required for your scope of work including protection of other trades work. Yes No

- * (PV) Review scope of work below regarding temporary services to facilitate demolition and/or construction operations (trailer area and onsite requirements). Include all work, including planning, permitting, etc. for items that are temporary in nature to facilitate project. If design is required solely for temporary items, include in this scope of work. Yes No

- * (PV) Portland Public School Standards have been provided for reference only. Include a scoping letter that states that your bid complies with every item in the PPS standards, and if not, provide a marked up version of the PPS standards explaining requested changes to match bid. Yes No

- * (PV) It is understood that this project may exceed code minimum. If bidder would like to submit Value Engineering to provide code minimum, ONLY, specify item in spec/PPS standards and deviation that is proposed to reach code minimum ONLY. Yes No

- * (PV) Provide all identification markers, labels, tags and related signage per the contract documents and local code/AHJ. Yes No

- * (PV) Coordinate with electrical contractor/designers for all power requirements related to your scope of work. Any changes caused by this subcontractor which affects the scope of the electrical firm will be the responsibility of this subcontractor. Yes No

- * (PV) Coordinate the location of all items included in your scope of work with architectural and structural features (including trim, white boards, misc. wall mounted items, etc.). Any items installed that will not allow the installation of designed features will be corrected at no extra cost, provided that these design features were apparent at the time of installation. Yes No

- * (PV) Provide all testing, sterilization and certification of all systems as required by contract documents or as required by governing authorities. Yes No

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* (PV) Andersen will provide egress lighting (via electrical subcontractor scope), each contractor is responsible for their

Yes No

own task lighting.

* (PV) Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning.

Yes No

* (PV) Subcontractor shall take field measurements of tight or congested areas prior to fabrication of materials. Modifications to the Subcontractor's work due to the Subcontractor's failure to field measure these key areas will be at the Subcontractor's expense. The use of the BIM coordination plan will be used to the greatest extent possible, however, due to timing of the Existing Conditions Building Scan, and incorporation into Revit, some items may require field verification to continue design/coordination without the scan fully available/incorporated.

Yes No

(PV) SPECIFIC ITEMS:

* (PV) Provide all required labor, material, equipment, wiring, and devices for the PV system as described in Photo Voltaic Bid Package 26-20 Specifications. Includes all design, drawings, and start-up for a complete, functioning system. Please note this scope is Design Assist.

Yes No

* (PV) Provide design, fabrication, furnish and installation for the PV arrays per bid package 26-20 specification sections and all division 00 and 01 requirements.

Yes No

* (PV) Since the State of Oregon has a mandate regarding Solar Energy of 1.5% of the project budget, it is understood that this scope of work will be developed in a way to implement the State Mandate. The cost of this bid package, and other associated items (such as structural supports) are utilized to establish cost and compared to a project budget of approximately \$87.6 Million. Subcontractor is required to assist, and scale project scope accordingly. It is expected that the cost estimate provided by the subcontractor will be the basis for future additions/deletions of PV Arrays. Unit pricing should be representative of future cost estimates as design progresses.

Yes No

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* (PV) Supports for PV Arrays must be design prior to 50% CD issuance. Subcontractor will assist with structural layout and connections for PV supports. Yes No

* (PV) Photo Voltaic shall include all own conduit and wire up to the recombiner panel. Yes No

* (PV) BIM requirements for this scope of work are limited to providing information for the Div. 26 electrical contractor to represent in the model (supply CAD documents to Div. 26 contractor). Attend clash detection meetings to resolve issues with this scope of work (modify shop drawings as needed, and communicate with the Div. 26 subcontractor) Yes No

26-00.6 BELLS & CLOCKS-DESIGN ASSIST:

(BELLS AND CLOCKS) GENERAL ITEMS:

* (Bells and Clocks) The intent of this bid package is to contract with to assist with design and procurement of the scope of work described above. A limited notice to proceed for Preconstruction Services and/or design (as applies) will be issued, until the GMP contract is in place with the Owner-anticipated May/June 2021. Include breakdown on bid form for Preconstruction and/or Design (as applies) only, this amount will become both the initial contract value and the value that would be billed if project was canceled for any reason. Yes No

* (Bells and Clocks) This scope of work description is intended to be indicative of the work to be performed but is not intended to describe all work necessary for a complete job. It is intended that, except as specifically provided herein, there shall be no change orders for any work or features that could be reasonably inferred to be required from the Contract Documents. If any of the instructions in the Scope of Work is contradictory to the manufacturers' recommendations or violates any code, industry standard, or good practice, it is the responsibility of the Subcontractor to bring this to the attention of the Contractor prior to starting any part of that Scope of Work. Yes No

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- * (Bells and Clocks) Subcontractor is responsible to provide all design, materials, labor, supervision, tools, fasteners, adhesives, escalation and equipment necessary for a complete this scope of work in scope in strict accordance with Andersen Bid Documents, approved plans and specifications, and to bring to the Contractors attention any substantive work missing from this description including but not limited to the following Yes No
-
- * (Bells and Clocks) Include Preconstruction Requirements as outlined on Preconstruction Service Requirements scoping, and project schedule for a general idea of project design & construction timing that is planned at this time. Yes No
-
- * (Bells and Clocks) RFP Estimate should include all information shown on project documents and narratives issued by Bassetti & subconsultants. Additionally, include all requirements in PPS Design Standards, unless noted on Deviations from PPS Standards dated 8/19/19. Yes No
-
- * (Bells and Clocks) Include BIM Requirements as outlined in Project Conditions, Attachment 5.6: BIM Execution Plan Yes No
-
- * (Bells and Clocks) Costs of all applicable trade permits, fees, and licenses (other than general building permit) are provided by this Subcontractor. Includes cost of plan check fees, if applicable. Yes No
-
- * (Bells and Clocks) Provide all design-build/engineered framing, seismic bracing, anchoring design, engineering & materials required to support this system, including, but not limited to beams, posts, blocking, hangers, I-joists, plywood, etc. This includes adjustment of floor joist layout for plumbing, electrical, HVAC shafts, and fire sprinkler needs. For existing building assumptions, refer to drawings marked "Record Drawings, for reference Only." If information is not defined on this set of drawings, facility is available for bidder walk-thru for some as built confirmation. Additional information may be available via select demolition depending on school schedule while occupied until June 2021, or during demolition defined in the project schedule. Include coordination of locations and special inspection of anchors. Yes No
-

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- * (Bells and Clocks) Subcontractor shall provide anchors to secure equipment or piping. Cast in anchors will be utilized as needed for new work, and all anchors are to be submitted on and approved by the Structural Engineer. In slab coordination of embedded items will need to be coordinated with other MEP trades, Fireproofing Subcontractor, and Concrete Subcontractor. There will be multiple mobilizations required to install slab inserts at all new slabs being poured at the various buildings on the GHS campus. Yes No

- * (Bells and Clocks) Note that depending on the final design of the construction documents, seismic / expansion joints may be required at the junction of some of the structures. Contractor shall provide the required expansion and contraction joints in the system as required by code or AHJ. Yes No

- * (Bells and Clocks) Contractor is responsible to notify Andersen / Colas when Architectural review is required at various stages of construction as outlined in the spec. Yes No

- * (Bells and Clocks) Any work in crawl space area will require special training. Refer to Project Conditions/Safety for additional information regarding confined space/potential hazardous materials (asbestos) in this area & training requirements. Include all costs for appropriate training and PPE in this scope of work. Yes No

- * (Bells and Clocks) Includes all necessary coordination with other trades. Every effort will be made to conceal the piping, cabling, etc. within walls or soffits to limit the amount of visible MEP items. Yes No

- * (Bells and Clocks) Subcontractor shall provide access panels as needed for access to this scope of work, to be installed by drywall contractor, this includes fire rated panels where required in rated assemblies. Yes No

- * (Bells and Clocks) Subcontractor to furnish and install any required backing, miscellaneous embedments, hangers or supports necessary for support of Subcontractors materials or equipment. Yes No

- * (Bells and Clocks) Includes all work required for mock-ups listed in the specifications/front end documents. Assume 1 Corridor Mock up and 1 Classroom mock up to be built in place for review/coordination (as early as feasible in the project). Yes No

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* (Bells and Clocks) Provide all required videotaped training of the Owner's personnel in location, function, control and emergency procedures for all fire protection systems and the preventive and periodic maintenance, and emergency repair procedures. The time and location of this training shall be at the sole discretion of the Owner. In addition, provide an approximate thirty (30) minute video of all system, maintenance and operation. Provide a sign-up sheet to the Owner / Contractor of personnel that attended training. Yes No

* (Bells and Clocks) A standard warranty as provided with warranty procedures as described in the contract documents. It is specifically noted and agreed that any equipment running before the date of acceptance shall not start the warranty period. Only the receipt of the occupancy permit and substantial completion certificate(s) shall start the warranty period. Includes the Letter of Conformance when all work is complete. Certain specifications require more that 1 year warranty, provide warranties that meet or exceed requirements in specs. Yes No

* (Bells and Clocks) Furnish and install all sleeves required in CMU and/or concrete. If sleeves required in the basement walls, include in your pricing for core drilling and link seal of piping through walls. Note that all link seals are to be installed from the inside face of any exterior foundation walls, so that they can be tightened up over time. Yes No

* (Bells and Clocks) Provide all required fire caulking / safing necessary to achieve cover approval from the appropriate inspection agencies fire sprinkler work. Include submittals for fire caulking / safing indicating the methods to be used at various sections of the structure. Fire caulking and safing to be provided in Andersen in accordance with the plans and specifications and governing authorities. Fire caulking at exposed concrete or non painted CMU wall areas shall be gray in color. Subcontractors will agree on one manufacturer to be used for the entire project by each trade. Yes No

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* (Bells and Clocks) The Subcontractor shall provide sealant around work which passes through cored holes, sleeves, framed, or blocked-out openings, drywall, floors, roofs, exterior walls, etc., in Andersen with local codes and specification requirements. Subcontractor shall provide all caulking, fire safing, flashings, counter flashings putty pads or other materials required for sealing their own penetrations. This work shall ensure prevention from the passage of smoke, gas, and flame between wall and floors and leaking water at waterproof membranes, flashing and roofing. Fire caulking work shall be included within the rough-in schedule for each floor. Yes No

* (Bells and Clocks) Penetrations in slab and shear walls are allowed only within the restrictions of the Structural Engineer's design and review / approval. Yes No

* (Bells and Clocks) All drilling, boxing, blocking etc. required for this work is to be completed by this Subcontractor. No cutting of structural members shall be allowed without written approval from the Superintendent. The repair cost for any damage caused by unapproved alterations to any part of the structure shall be deducted from contract amount. Yes No

* (Bells and Clocks) Coordinate the location of all items with architectural and structural features (including trim, columns, tile, appliances, cabinets, mirrors, etc.). Any items installed that will not allow the installation of designed features will be corrected at no additional cost. Yes No

* (Bells and Clocks) Provide all required hoisting for your scope of work. Andersen will not have a crane or forklift on site for subcontractor use. Provide unloading of own material. No long term stock piling of material on site due to limitation of space. Short term storage to be approved by Andersen supervision upon request. Yes No

* (Bells and Clocks) Provide all acoustic, seismic and vibrations control as indicated in the project documents, governing authorities or as normally required for a complete system. Yes No

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* (Bells and Clocks) Address in your proposal the method for this scope of work/system to remain operational prior to demolition & after demolition is complete. Since demolition will be performed by multiple companies, and in a phased fashion, include costs to install temporary isolation valves if necessary so that buildings and individual "sectors" can be isolated for shut off independently. Coordinate work as necessary with Demolition/Abatement contractors and/or local utility companies. It is intended to have utilities operational during the entire project construction. Some buildings/areas may be completed in advance of other buildings/areas and may need temporary utility feeds. Include the following components in your proposal. Participate in conversations & coordinate with local Fire Dept., PPS, Demo & Abatement contractors to facilitate this goal.

Yes No

* (Bells and Clocks) Include new system coverage as early as possible with respects to Fire/Life Safety systems. Include all costs to cut, cap, drain, etc. to prepare system for demolition by others. If your intent is to reuse any part of the existing system, please indicate on proposal form what components you intend to reuse. Include removal and salvage of items related to this system identified in demolition spec (If applies).
 a. Main Building (Sectors A, B, E, G1, G2, D, I) Isolated from Auditorium-Sector A for some of the work
 b. Demolition & Construction of New Sectors C, F, H
 c. Demolition of existing Auto shop
 d. Relocation of Fire Line (if required) by Civil Contractor
 e. Maintaining Service with Existing/New Hydrants as pertains to your scope of work.
 f. Maintaining Temp Power, Gas, Water, Waste as pertains to your scope of work

Yes No

* (Bells and Clocks) Refer to Owner Salvage Listing for all items that are required to be salvaged on this project. Perform Salvage work for same items that are included in New work to be removed, packaged, and transferred to a storage location within 25 miles of jobsite.

Yes No

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* (Bells and Clocks) It is assumed that the scope of work for demolition and new construction for the Utility Trench(es) will be scoped with typical 5' rule for utilities by Plumbing, Waste, Fire. Assume Civil Contractor will install new utility trench and/or extensions if required. Exception: Electrical is assumed to be located in a separate utility trench (if not already indicated as direct bury) and will be completely furnished & installed (trench, conduit, wiring, etc.) by the electrical

Yes No

contractor if required.

* (Bells and Clocks) Be responsible for the start-up and commissioning of the fire protection system. Attend weekly commissioning coordination meetings, and complete all required start-up and commissioning test forms as required by the Commissioning Agency. Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning.

Yes No

* (Bells and Clocks) Include all slab on grade demolition/excavation, and existing wall penetrations as needed to facilitate work included in this subcontract.

Yes No

* (Bells and Clocks) Escalation: refer to RFP Instructions/Budget Breakdown form for price escalation requirements.

Yes No

* (Bells and Clocks) Include all requirements to safely handle lead/lead content shall be included in this scope of work, and performed by this contractor. Assume all existing surfaces include lead contaminates. A separate abatement contractor will not be hired to abate lead.

Yes No

* (Bells and Clocks) Coordinate work, including layout for work to be performed by others regarding Asbestos abatement (must be performed by Abatement contractor).

Yes No

* (Bells and Clocks) Includes all required excavation and backfill for the plumbing underground scope of work for the remaining work on site drawings (within 5' of building) and for work under slab on grade. The slab on grade will be removed by others, trenching & piping placement is included in this scope of work, and includes layout of plumbing under slab utilities, including staking and pot-hole verifications.

Yes No

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- * (Bells and Clocks) Provide line and grade for own work from grid lines and elevation bench marks provided by others. Yes No

- * (Bells and Clocks) Include all requirements pertaining to this scope of work as indicated on LEED Score Card Yes No

- * (Bells and Clocks) Price to include all welding required for your scope of work including protection of other trades work. Yes No

- * (Bells and Clocks) Review scope of work below regarding temporary services to facilitate demolition and/or construction operations (trailer area and onsite requirements). Include all work, including planning, permitting, etc. for items that are temporary in nature to facilitate project. If design is required solely for temporary items, include in this scope of work. Yes No

- * (Bells and Clocks) Portland Public School Standards have been provided for reference only. Include a scoping letter that states that your bid complies with every item in the PPS standards, and if not, provide a marked up version of the PPS standards explaining requested changes to match bid. Yes No

- * (Bells and Clocks) It is understood that this project may exceed code minimum. If bidder would like to submit Value Engineering to provide code minimum, ONLY, specify item in spec/PPS standards and deviation that is proposed to reach code minimum ONLY. Yes No

- * (Bells and Clocks) Provide all identification markers, labels, tags and related signage per the contract documents and local code/AHJ. Yes No

- * (Bells and Clocks) Coordinate with electrical contractor/designers for all power requirements related to your scope of work. Any changes caused by this subcontractor which affects the scope of the electrical firm will be the responsibility of this subcontractor. Yes No

- * (Bells and Clocks) Coordinate the location of all items included in your scope of work with architectural and structural features (including trim, white boards, misc. wall mounted items, etc.). Any items installed that will not allow the installation of designed features will be corrected at no extra cost, provided that these design features were apparent at the time of installation. Yes No

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* (Bells and Clocks) Provide all testing, sterilization and certification of all systems as required by contract documents Yes No

or as required by governing authorities.

* (Bells and Clocks) Andersen will provide egress lighting (via electrical subcontractor scope), each contractor is responsible for their own task lighting. Yes No

* (Bells and Clocks) Each subcontractor is required to complete start-up forms provided by the commissioning agent. All commissioning documentation will need to be completed by the dates shown on the commissioning schedule, published by Andersen. Refer to LEED Documentation for commissioning requirements/level of commissioning. Yes No

* (Bells and Clocks) Subcontractor shall take field measurements of tight or congested areas prior to fabrication of materials. Modifications to the Subcontractor's work due to the Subcontractor's failure to field measure these key areas will be at the Subcontractor's expense. The use of the BIM coordination plan will be used to the greatest extent possible, however, due to timing of the Existing Conditions Building Scan, and incorporation into Revit, some items may require field verification to continue design/coordination without the scan fully available/incorporated. Yes No

(BELLS AND CLOCKS) SPECIFIC ITEMS:

* (Bells and Clocks) Provide all required labor, material, equipment, wiring, and devices for the Bells & Clock systems as described in project documents. Includes all design, drawings, and start-up for a complete, functioning system. Please note this scope is Design Assist. Yes No

* (Bells and Clocks) Provide design, fabrication, furnish and installation for the Bells & Clocks specification sections and all division 00 and 01 requirements. Yes No

* (Bells and Clocks) Bells & Clocks shall include all own conduit and wire, as needed (most of system is wireless). Yes No

* (Bells and Clocks) BIM requirements for this scope of work are limited to providing information for the Div. 26 electrical contractor to represent in the model (supply CAD documents to Div. 26 contractor). Attend clash detection meetings to resolve issues with this scope of work (modify shop drawings as needed, and communicate with the Div. 26 subcontractor) Yes No

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GENERAL ACKNOWLEDGMENTS

Mark "yes" to all yes/no questions >

BUDGET SUMMARY (DIRECT COST SUBTOTAL OF EACH BUILDING FROM ABOVE):

* Demo of 1916 Boiler House & 1953 Science Wing (Safe-Off Only)	\$
* Demo of 1918 South Shop Wing (Safe-Off Only)	\$
* Demo of 1953 Automotive Building (Safe-Off Only)	\$
* Building A - 1930 Auditorium Building	\$
* Building B - 1991 Library Building	\$
* Building C - New North Wing w/ Salvaged 1917 Historic Wall	\$
* Building D - 1917 Foundry Building	\$
* Building E - 1916 Main Building	\$
* Building F - New Commons Building	\$
* Building G1 - 1925 Aux Gym Building	\$
* Building G2 - 1964 Main Gym Building	\$
* Building H - New South Shop Building	\$
* Building I - 1992 KBPS Building	\$
* Sitework - ADA Ramp - Buckman Improvements	\$
* Sitework - On-Site Improvements (within Benson Property Line)	\$
* Sitework - ROW - Right-of-Way Improvements	\$

SUMMARY INDIRECTS:

* Overhead & Profit Total All Buildings & Site Categories	\$
* Preconstruction Total All Buildings & Site Categories	\$
* BIM - During Preconstruction (up to 50% CD) Total all Buildings & Site Categories	\$

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* BIM - During Construction (after 50% CD) Total all Buildings & Site Categories

* Oregon Corporate Activities Tax

* OCIP Credit

* Performance & Payment Bond

ALL ANDERSEN RFP DOCUMENTS (SEE FILE 00 RFP TABLE OF CONTENTS FOR COMPLETE LISTING):

- * 01 Request for Proposals & Instructions Yes No
- * 02 Estimating Forms (Use Building Connected) Yes No
- * 03 Scope of Work (Use Building Connected) Yes No
- * 04 Document Listing Yes No
- * 05 Project Schedules Yes No
- * 06 Subcontractor Prequalification Requirements Yes No
- * 07 Subcontractor Agreement Form and All Exhibits (Key Exhibits Highlighted Below, See TOC for Complete Listing) Yes No
- * 07 SC Exhibit 5 Site Specific Work Regulations Yes No
- * 07 SC Exhibit 5.1 BHS PPS/Andersen Prime Agreement Yes No
- * 07 SC Exhibit 5.2 Career Learning Requirements Yes No
- * 07 SC Exhibit 5.3 Contractor Workforce Training & Hiring Program Yes No
- * 07 SC Exhibit 5.4 Insurance Requirements - PPS OCIP Guidebook & Enrollment Forms - Sample Yes No
- * 07 SC Exhibit 5.5 Insurance Requirements - PPS Non-OCIP - Sample Yes No
- * 07 SC Exhibit 5.6 BIM Execution Plan Yes No
- * 07 SC Exhibit 5.7 BOLI Wage Rates (July 2019 Booklet for Reference Only) Yes No
- * 07 SC Exhibit 6 Site Logistics Plan Yes No
- * 07 SC Exhibit A Safety Handbook 2018 Yes No

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* 07 SC Exhibit B Anti-Harassment Policy 2018 Yes No

* 07 SC Exhibit C Safety Disciplinary Policy Yes No

DOCUMENT LISTING (SEE TABLE OF CONTENTS FOR FULL LISTING):

* Bassetti 100% Schematic Design Package dated August 19, 2019 Yes No

* PPS Standards Yes No

* Record Drawings Yes No

* Environmental, Historical, and Diligence Reports Yes No

SUBMITTAL AND PRODUCT DELIVERY ARE IMPORTANT FACTORS IN CONTRACT AWARD; PROVIDE THE FOLLOWING SCHEDULE INFORMATION:

Submittals - list number of days required to complete

Product Data - list number of days required to complete

Shop Drawings - list number of days required to complete

Material Lead Time (after approved submittals) - list number of days

Date of Material / Equipment Delivery FOB jobsite

BOND INFORMATION

* Provide added cost for performance and payment bond

FEES AND MARKUPS

* Mark up on Own Work (Max 15% Labor, 10% Equipment, 10% Materials) %

* Mark up on lower tier subs (Max 10% for \$0-\$5k, 5% for >\$5k) %

LABOR RATES

Foreman Standard Time per hour \$

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Foreman Time-and-a-Half	per hour	\$ <input type="text"/>
Foreman Double Time	per hour	\$ <input type="text"/>
Journeyman Standard Time	per hour	\$ <input type="text"/>
Journeyman Time-and-a-Half	per hour	\$ <input type="text"/>
Journeyman Double Time	per hour	\$ <input type="text"/>
Apprentice Standard Time	per hour	\$ <input type="text"/>
Apprentice Time-and-a-Half	per hour	\$ <input type="text"/>
Apprentice Double Time	per hour	\$ <input type="text"/>
Other Standard Time	per hour	\$ <input type="text"/>
Other Time-and-a-Half	per hour	\$ <input type="text"/>
Other Double Time	per hour	\$ <input type="text"/>

CERTIFICATIONS

- * Is your firm a state certified Minority Business Enterprise? Yes No
- * Is your firm a state certified Women-Owned Business Enterprise? Yes No
- * Is your firm a state certified Emerging Small Business? Yes No
- * Is your firm a state certified Disadvantaged Business Enterprise? Yes No
- * Is your firm a state certified Disabled Veteran-Owned Business Enterprise? Yes No
- * Is your firm union or non-union?

DISCLAIMERS AND CLARIFICATIONS

Andersen is an equal opportunity employer and strongly encourages the participation of emerging small business, women-owned, disadvantaged, disabled veterans and minority enterprises.

IN SUBMITTING THIS BID, YOUR FIRM AGREES TO THE FOLLOWING CONDITIONS:

To hold bid open for the number of days as specified in the Request for Bids and Bid Instruction

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To accept the provisions of the Front End Documents and Divisions 00 and 01 specifications

To enter into and execute an unmodified Subcontract / Purchase Agreement if awarded on the basis of this bid

To accomplish the Work in accordance with the Contract Documents

To commence work under this contract immediately when directed and substantially complete the work within the durations shown on the project schedule

ATTACHMENTS

 *upload files*



**Benson High School Modernization
Trade Package 1 - MEP/FP**

Cost Inclusion Matrix

Cost Item	Preconstruction Services Fee	General Conditions	Cost of the Work	Overhead & Profit %	by Andersen	by PPS	Comments
Preconstruction Services	X						Scope to be issued in Addendum #1.
Estimating and budgeting including labor, software and quantity surveying	X						
Bidding and buyout	X						
Site investigation/exploration during Preconstruction	X						
Estimate deliverables and documents	X						
Value engineering analysis	X						
Cost studies	X						
Attending design and other preconstruction meetings	X						
Home office overhead				X			
Home office rental charges				X			
Accounting, payroll and data entry				X			
Secreterial/office administration				X			
Profit				X			
Subcontractor's capital expenses				X			
Merit, incentive payments, bonuses, awards or any related expenses				X			
Fines and penalties incurred by Subcontractor				X			
Costs to support audits				X			
Subsistence/travel costs for field labor				X			
Project executive				X			
Salaries or wages of staff not stationed at the site unless otherwise approved by Andersen				X			
Warranty repair costs				X			
Correction of defective work caused by Subcontractor				X			
Re-inspection costs for Subcontractor's defective work				X			
Licensing, credentialing and certification costs for Subcontractor and/or Subcontractor's employees				X			
Subcontractor employee training costs				X			
Subcontractor's site trailer		X					
Subcontractor's site office trailer utility connections, bills and disconnect		X					
Site office supplies		X					
Site office equipment (copiers/scaners/phones)		X					
Project manager Labor		X					Develop Rate for Labor Inc. all Labor, Auto, Fuel, Computer
Project engineers Labor		X					Develop Rate for Labor Inc. all Labor, Auto, Fuel, Computer
Project management Labor		X					Develop Rate for Labor Inc. all Labor, Auto, Fuel, Computer
Project management staff phones and computers		X					Develop Rate for Labor Inc. all Labor, Auto, Fuel, Computer
Superintendent Labor		X					
Travel and subsistence for project management staff		X					Only for approved offsite travel
Onsite Trailer, and facilities		X					As approved by Andersen
Blueprinting and reproduction costs for Architect-provided drawings and project manuals		X					
Scheduling and scheduling software		X					
BIM support and related services			X				Include Software outlined in BIM Execution Plan
Safety professional			X				
Field Labor, including all non-supervisory work: General Foreman, Foreman, Journeyman, Apprentice labor			X				Refer to Labor Cost Breakdown for additional information
Field layout and detailing			X				
Site coordination, safety, foreman, scheduling and other site meetings			X				
Shop drawing preparation costs			X				

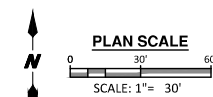
Cost Item	Preconstruction Services Fee	General Conditions	Cost of the Work	Overhead & Profit %	by Andersen	by PPS	Comments
Shop fabrication			X				
Lower tier subcontracts			X				
Permanent materials installed at the site			X				
Permanent equipment installed at the site			X				
Temporary materials utilized in the execution of the work onsite			X				
Material deliveries to site			X				
Site rental equipment			X				
Small tools			X				
Safety equipment and supplies			X				
First aid supplies			X				
Drinking water			X				
Site housekeeping			X				
Ladders, access, man hoists/lifts, scaffolding for Subcontractor's work only			X				
Parking costs for Subcontractor's labor			X				
Site vehicles utilized by site labor/foremen			X				
Hoisting, forklifts, cranes and rigging for Subcontractor's work only			X				
Fuel for site vehicles and equipment			X				
"Trade" permit fees			X				
Design/permit or delegated design engineering fees			X				
Mockups and quality control program			X				
Air test and balance services			X				
Commissioning support and startup labor and documentation			X				
Temporary stair towers					X		
Site recycling/waste disposal costs-Unless described as part of subcontractor scope (such as demo/abate/drywall scopes)					X		Please note: Salvage rights, if any will be described in Owner Salvage Listing
Badging/background check costs				X			Prime Agreement does not allow for Badging costs to be charge to project. Badging will not be required approx. July 2021-July 2024 while site is classified as "open site"
OCIP (as per Prime Agreement)-Gen. Liability Insurance				Deductible only (Fee Reduction)		X	Deductible costs are chargeable to the party that caused the loss FEE reduction
Performance and payment bond premium (if required by Andersen or PPS)			X				
Builder's risk insurance				Deductible only (Fee Reduction)		X	Deductible costs are chargeable to the party that caused the loss FEE reduction
All other insurance, including Offsite, Auto, Workman's comp, Prof. Liability			X			X	
PGE utility connection fees (permanent power only)						X	
Systems Development Charges (SDC's)						X	
Commercial building permit intake plan review fees						X	
Third party structural observation and testing firm services						X	
Commissioning agent services						X	
Building envelope quality control firm services						X	
Hazardous material removal, monitoring and surveys					X	X	

	Notes	Size/Area	Power	Lighting	Internet	Gas	Climate Control	Water	Sanitary Waste Tie In	Roof Drain
Colo	Off Site-Adjacent to Site	Assume 10ksf building; Occupancy 50 People & Meeting Rooms	120/208v 400A Service	Interior and Parking	Yes-Provide service to Colo -Fiber to COLO + Wifi inside trailer	Assume none required.	Heat Pumps	Yes, for Break room and Toilet/Shower Rooms	Yes	per code
Site	Staging & Dry Shacks (12) 10'x 60' Mobile Trailers.	28ksf located on Existing Auto shop building footprint	200A 480/277 Service with 75kva Skid ** See note below.	at Staging areas and for site security & Egress	Fiber to Campus + WIFI	Existing Gas Locations POC on graphic "G"	Units Built into trailers	Potable- Bottled Water Service. Non potable Service for concrete wash out located East of building F and Centered. Two Wash Car Tie ins Exterior location for wheel wash hose location-Hydrant meter may be acceptable (Excavation subcontractor shall provide all hydrant meter & costs for same)	Two Wash Car Tie Ins	N/A
Building A	Historical Reno/CIP Concrete	3 levels @ 42,174 gsf	100A 120/208 service	LED Egress	WIFI	Provide Gas distribution per climate control column	Maintenance of Historical temperatures & Humidity. Include summer cooling. 30A 220v & 30A 480V required. 36 month program.	Extend Wirsbo around perimeter of building with HB every 100'. Valve to drain line during freezing temps.	N/A	Temp to outside
Building B	Reno/Steel	3 levels @ 42,851 gsf	200A 120/208 service	LED Egress	WIFI	Provide Gas distribution per climate control column	One air exchange per hour. 60 degree min temperature. 40-45% RH, (1) 56A 120v and (1) 35A 220v required. 6 mo. duration.	Extend Wirsbo around perimeter of building with HB every 100'. Valve to drain line during freezing temps.	N/A	Temp to outside
Building E	Historical Reno/ Wood	3 levels @ 32,481gsf	100A 120/208 Service	LED Egress	WIFI	Provide Gas distribution per climate control column	Maintenance of Historical temperatures & Humidity. Include summer cooling. 30A 220v & 30A 480V required. 36 month program.	Extend Wirsbo around perimeter of building with HB every 100'. Valve to drain line during freezing temps.	N/A	Temp to outside
Building F	Demo/New/ Steel	2 levels @ 38,372	100A 480/277 Service with 75kva Skid ** See note below.	LED Egress	WIFI	Provide Gas distribution per climate control column	One air exchange per hour. 60 degree min temperature. 40-45% RH, (1) 56A 120v and (1) 35A 220v required. 6 mo. duration.	Extend Wirsbo around perimeter of building with HB every 100'. Valve to drain line during freezing temps.	N/A	Temp to outside
Building C	Demo/New/ Steel	2 levels @ 77,592sf	100A 480/277 Service with 75kva Skid ** See note below.	LED Egress	WIFI	Provide Gas distribution per climate control column	One air exchange per hour. 60 degree min temperature. 40-45% RH, (2) 56A 120v and (2) 35A 220v required. 6 mo. duration	Extend Wirsbo around perimeter of building with HB every 100'. Valve to drain line during freezing temps.	N/A	Temp to outside

	Notes	Size/Area	Power	Lighting	Internet	Gas	Climate Control	Water	Sanitary Waste Tie In	Roof Drain
Colo	Off Site-Adjacent to Site	Assume 10ksf building; Occupancy 50 People & Meeting Rooms	120/208v 400A Service	Interior and Parking	Yes-Provide service to Colo -Fiber to COLO + Wifi inside trailer	Assume none required.	Heat Pumps	Yes, for Break room and Toilet/Shower Rooms	Yes	per code
Building D	Reno/ Wood	2 levels @ 17,751sf	100A 120/208 Service	LED Egress	WIFI	Provide Gas distribution per climate control column	One air exchange per hour. 60 degree min temperature. 40-45% RH, (1) 56A 120v and (1) 35A 220v required. 6 mo. duration.	Extend Wirsbo around perimeter of building with HB every 100'. Valve to drain line during freezing temps.	N/A	Temp to outside
Building G1	Historical Reno/ URM/ Concrete	Gym, 2 levels @ 39,101sf	100A 120/208 Service	LED Egress	WIFI	Provide Gas distribution per climate control column	Maintenance of Historical temperatures & Humidity. Include summer cooling. 30A 220v & 30A 480V required. 36 month program.	Extend Wirsbo around perimeter of building with HB every 100'. Valve to drain line during freezing temps.	N/A	Temp to outside
Building G2	Reno/ Tilt Concrete	Gym, 2 levels @ 31,407sf	100A 120/208 Service	LED Egress	WIFI	Provide Gas distribution per climate control column	One air exchange per hour. 60 degree min temperature. 40-45% RH, (1) 56A 120v and (1) 35A 220v required. 6 mo. duration.	Extend Wirsbo around perimeter of building with HB every 100'. Valve to drain line during freezing temps.	N/A	Temp to outside
Building H	Demo/New/ Steel	2 levels @ 73,384sf	100A 480/277 Service with 75kva Skid ** See note below.	LED Egress	WIFI	Provide Gas distribution per climate control column	One air exchange per hour. 60 degree min temperature. 40-45% RH, (2) 56A 120v and (2) 35A 220v required. 6 mo. duration.	Extend Wirsbo around perimeter of building with HB every 100'. Valve to drain line during freezing temps.	N/A	Temp to outside
Building I	Occupied Reno (Radio Station)-Maintain Services at All Times	1 level @ 6,823sf	50A 120/208 Service	Task Lighting	Fiber Connection via Local Utility	Maintain Existing service	Occupied Space	Existing service	N/A	Occupied Space

**** Recommend Temp power skid with 100 amp 480 panel, 75 kva xfrmr 200 amp 120/208 3 phase service**

BENSON POLYTECHNIC HIGH SCHOOL
Campus Renovation June 2021- June 2024



903 Dixon Street
Portland, Oregon 97227
T (503) 916-3778

721 NW 9th Ave, Suite 350
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T (503) 224-9162 F (206) 340-9519

CIVIL ENGINEER
BHE Group
940 Wilamette St., Suite 310
Eugene, OR 97401
1.541-686-9474

LANDSCAPE ARCHITECT
Mayer/Reed
319 SW Washington #820
Portland, OR 97204
1.503-223-5953

STRUCTURAL ENGINEER
KPF
111 SW Fifth Ave., Suite 2500
Portland, OR 97204
1.503-764-0526

MECHANICAL ENGINEER
PAE Engineering
522 SW 9th Ave., Suite 1500
Portland, OR 97204
1.503-596-8619

ELECTRICAL ENGINEER
Rayes Engineering
321 NE Couch St., Suite 403
Portland, OR 97232
1.503-771-1996

LIGHTING CONSULTANT
C-L-C Lighting Design
9831 N. Albion Ave.
Portland, OR 97217
1.503-341-7852

FOOD SERVICE CONSULTANT
JBC Consulting and Design, Inc.
6217 NE Cherry Drive
Hillsboro, OR 97124
1.503-686-9999

AUDIO VISUAL CONSULTANT
Greenbusch Group
1900 W. Hickerson St., Suite 201
Seattle, WA 98119
1.206-376-0599

THEATER CONSULTANT
PLA Designs
5285 NE Elam Young Pkwy
Suite B503
Hillsboro, OR 97124
1.503-624-2168

HISTORIC PRESERVATION
Architectural Resources Group
111 SW Fifth Ave., 24th Floor
Portland, OR 97202
1.877-256-5324

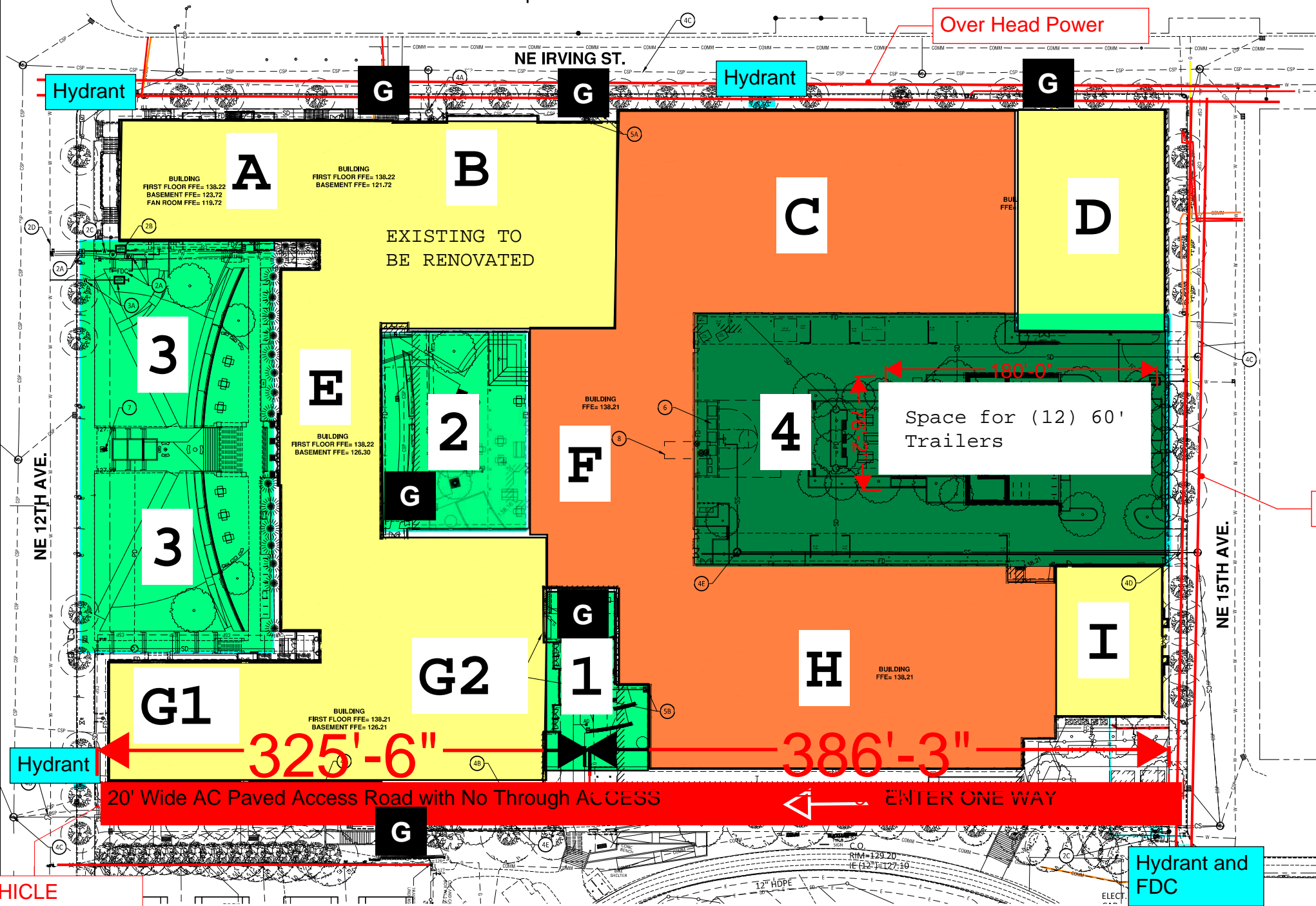
HAZMAT CONSULTANT
PBS Engineering and Environmental
4412 SW Corbett Ave
Portland, OR 97239
1.503-246-3999

ENERGY/ENVIRONMENTAL
Lansa Consulting
7205 SE 18th Ave
Portland, OR 97202
1.503-467-1239

SHEET NOTES
REFER TO NARRATIVE FOR DESCRIPTION OF IMPROVEMENTS.

- KEYNOTES**
- EXISTING DUAL 2" DOMESTIC WATER SERVICES, METERS, AND VAULT TO REMAIN.
 - NEW 4" DOMESTIC REDUCED PRESSURE BACKFLOW PREVENTER ASSEMBLY IN NEW ABOVE-GRADE VAULT. (LOCATE BACKFLOW ASSEMBLY IN FAN ROOM AS ALTERNATE).
 - NEW 4" WATER SERVICE TO BUILDING.
 - EXISTING PUBLIC WATER MAIN.
 - EXISTING 6" FIRE SERVICE, BACKFLOW ASSEMBLY, AND VAULT TO REMAIN. INSTALL NEW 6" CHECK VALVE WITHIN THE VAULT AND EXTEND 6" PIPING TO A NEW FIRE DEPARTMENT CONNECTION ADJACENT TO THE VAULT. INSTALL NEW 6" PIPING TO THE NEW BUILDING RISER LOCATION.
 - EXISTING 8" FIRE SERVICE TO REMAIN. INSTALL NEW 8" DOUBLE CHECK DETECTOR BACKFLOW ASSEMBLY IN BELOW-GRADE VAULT AND EXTEND 8" PIPING TO THE BUILDING RISER LOCATION.
 - EXISTING 6" FIRE SERVICE, BACKFLOW ASSEMBLY, AND VAULT SERVING THE KPBS BUILDING TO REMAIN.
 - NEW 2" IRRIGATION SERVICE AND NEW DOUBLE CHECK BACKFLOW ASSEMBLY IN BELOW-GRADE VAULT.
 - EXISTING 12" COMBINED SEWER LATERAL TO REMAIN.
 - NEW SANITARY SEWER LATERAL TO BUILDING.
 - EXISTING PUBLIC COMBINED SEWER SYSTEM.
 - NEW COMBINED SEWER LATERAL.
 - NEW SANITARY SEWER MANHOLE PER CITY OF PORTLAND STANDARD DETAILS.
 - EXISTING NATURAL GAS METER TO BE REMOVED.
 - NEW NATURAL GAS METER AND PIPING.
 - EXISTING GAS PIPING TO REMAIN.
 - TRASH ENCLOSURE TO BE EQUIPPED WITH SANITARY DRAINS, TRAP PRIMERS, AND VENTING. INCLUDE CAN WASH IN ENCLOSURE NEAR KITCHEN.
 - EXISTING PUBLIC BUBBLER FOUNTAIN TO REMAIN. INCLUDE AN ALLOWANCE TO RELOCATE FOUNTAIN 25' FROM EXISTING LOCATION, REPLACE EXISTING WATERLINE, AND INSTALL A 1" DOUBLE CHECK BACKFLOW ASSEMBLY IN A BELOW-GRADE UTILITY BOX.
 - APPROXIMATE LOCATION OF EXISTING PREVIOUSLY DECOMMISSIONED UNDERGROUND STORAGE TANK TO BE REMOVED.

- NOTES TO ESTIMATOR**
- IN ADDITION TO WHAT IS SHOWN IN THE PLAN, INCLUDE AN ALLOWANCE FOR THE FOLLOWING:
A. 6 SANITARY SEWER CLEANOUTS.
B. 3 SANITARY SEWER MANHOLES.
C. 300 LF OF 6" SS PIPING.
D. 300 LF OF 8" W PIPING.
E. 100 LF OF NATURAL GAS PIPING.



NO VEHICLE ACCESS from this END

- Yellow Indicates Existing to be RENOVATED
- Orange Indicates Existing to be DEMOLISHED and REBUILT with New Buildings
- # Indicates Courtyard/ Open Area
- G Indicates Natural Gas POC

BENSON POLYTECHNIC HIGH SCHOOL
Campus Renovation June 2021- June 2024



90% SCHEMATIC DESIGN

SITE SANITARY SEWER, WATER, AND GAS PLAN

C2.01

Benson Highschool 100% SD Drawing List

EXHIBIT #3: DOCUMENT LIST

September 6th, 2019

The following document list is included as a further clarification regarding the Contract Documents that are incorporated into this Agreement.

Discipline	Type	Number	Title	Revision Date
GENERAL				
		G0.01	COVER SHEET	8/19/19
		G0.02	DRAWING INDEX & PROJECT DATA	8/19/19
		G1.01	ARCHITECTURAL SITE PLAN	8/19/19
		G2.01	CODE ANALYSIS - ALLOWABLE AREA	8/19/19
		G2.11	CODE ANALYSIS - LOWER LEVEL PLAN	8/19/19
		G2.12	CODE ANALYSIS - LEVEL 1 PLAN	8/19/19
		G2.13	CODE ANALYSIS - LEVEL 2 PLAN	8/19/19
		G2.21	OCCUPANT LOAD SCHEDULES	8/19/19
		G2.31	PLUMBING FIXTURE CALCULATIONS	8/19/19
DEMOLITION				
		AD2.00	DEMO PLAN - COMPOSITE LOWER LEVEL	8/19/19
		AD2.01	DEMO PLAN - COMPOSITE LEVEL 1	8/19/19
		AD2.02	DEMO PLAN - COMPOSITE LEVEL 2	8/19/19
		AD2.03	DEMO PLAN - COMPOSITE ROOF	8/19/19
CIVIL				
		SU 1.00	SITE SURVEY	8/28/15
		SU 2.00	SITE SURVEY	8/28/15
		SU 3.00	SITE SURVEY	8/28/15
		C1.01	SITE STORM DRAIN PLAN	8/19/19
		C2.01	SITE SANITARY SEWER, WATER, AND GAS PLAN	8/19/19
		C3.01	RIGHT-OF-WAY IMPROVEMENTS PLAN - BASE	8/19/19
		C3.02	RIGHT-OF-WAY IMPROVEMENTS PLAN - ALTERNATE	8/19/19
		C4.01	SITE VEHICULAR AREA GRADING PLAN	8/19/19
		C5.01	VEHICULAR ACCESS, PARKING, AND LOADING PLAN	8/19/19
LANDSCAPE				
		L101	SITE RENDERING	8/19/19
		L102	SITE KEY	8/19/19
		L110	SITE - PARTIAL PLAN - MAIN ENTRY / SOCIAL CTYDS	8/19/19
		L111	SITE - PARTIAL PLAN - CTE COURTYARD	8/19/19
		L112	SITE - PARTIAL PLAN - NE CORNER AND S. EDGE	8/19/19
		L120	SITE SECTIONS	8/19/19
ARCHITECTURAL				
		A1.01	LOWER LEVEL COMPOSITE FLOOR PLAN	8/19/19
		A1.02	LEVEL 1 COMPOSITE FLOOR PLAN	8/19/19
		A1.03	LEVEL 2 COMPOSITE FLOOR PLAN	8/19/19
		A1.04	COMPOSITE ROOF PLAN	8/19/19
		A2.01	LOWER LEVEL PLAN - BLDG A	8/19/19
		A2.02	LOWER LEVEL PLAN - BLDG B	8/19/19
		A2.05	LOWER LEVEL PLAN - BLDG E	8/19/19
		A2.06	LOWER LEVEL PLAN - BLDG G1 (AUX GYM)	8/19/19
		A2.07	LOWER LEVEL PLAN - BLDG G2 (MAIN GYM)	8/19/19
		A2.11	LEVEL 1 PLAN - BLDG A	8/19/19

Benson Highschool 100% SD Drawing List

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Discipline	Type	Number	Title	Revision Date
		A2.12	LEVEL 1 PLAN - BLDG B	8/19/19
		A2.13	LEVEL 1 PLAN - BLDG C	8/19/19
		A2.14	LEVEL 1 PLAN - BLDG D	8/19/19
		A2.15	LEVEL 1 PLAN - BLDG E/F	8/19/19
		A2.16	LEVEL 1 PLAN - BLDG G1 (AUX GYM)	8/19/19
		A2.17	LEVEL 1 PLAN - BLDG G2 (MAIN GYM)	8/19/19
		A2.18	LEVEL 1 PLAN - BLDG H	8/19/19
		A2.19	LEVEL 1 PLAN - BLDG H/I	8/19/19
		A2.21	LEVEL 2 PLAN - BLDG A	8/19/19
		A2.22	LEVEL 2 PLAN - BLDG B	8/19/19
		A2.23	LEVEL 2 PLAN - BLDG C	8/19/19
		A2.24	LEVEL 2 PLAN - BLDG D	8/19/19
		A2.25	LEVEL 2 PLAN - BLDG E/F	8/19/19
		A2.26	LEVEL 2 PLAN - BLDG G1 (AUX GYM)	8/19/19
		A2.27	LEVEL 2 PLAN - BLDG G2 (MAIN GYM)	8/19/19
		A2.28	LEVEL 2 PLAN - BLDG H	8/19/19
		A2.29	LEVEL 2 PLAN - BLDG H/I	8/19/19
		A3.01	OVERALL EXTERIOR ELEVATIONS	8/19/19
		A3.02	OVERALL EXTERIOR ELEVATIONS	8/19/19
		A3.03	OVERALL EXTERIOR ELEVATIONS	8/19/19
		A3.13	BUILDING C ELEVATIONS	8/19/19
		A3.17	BUILDING G ELEVATIONS	8/19/19
		A4.10	BUILDING A SECTIONS	8/19/19
		A4.11	BUILDING A SECTIONS	8/19/19
		A4.12	BUILDING A SECTIONS	8/19/19
		A4.13	BUILDING B SECTIONS	8/19/19
		A4.14	BUILDING C/D SECTIONS	8/19/19
		A4.15	BUILDING C/D SECTIONS	8/19/19
		A4.16	BUILDING E SECTIONS	8/19/19
		A4.17	BUILDING E SECTIONS	8/19/19
		A4.18	BUILDING F SECTIONS	8/19/19
		A4.19	BUILDING F SECTIONS	8/19/19
		A4.20	BUILDING G SECTIONS	8/19/19
		A4.21	BUILDING G SECTIONS	8/19/19
		A4.22	BUILDING G SECTIONS	8/19/19
		A4.23	BUILDING H/I SECTIONS	8/19/19
		A4.24	BUILDING H/I SECTIONS	8/19/19
		A5.01	EXTERIOR WINDOW/DOOR TYPES	8/19/19
		A5.02	EXTERIOR WINDOW/DOOR TYPES	8/19/19
		A5.03	EXTERIOR WINDOW/DOOR TYPES	8/19/19
		A5.04	COMPOSITE ROOF PLAN (COLORIZED)	8/19/19
		A5.05	ROOF ASSEMBLIES	8/19/19
		A5.10	SD SUPPLEMENTAL EXTERIOR DETAIL SKETCHES	8/19/19

Benson Highschool 100% SD Drawing List

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Discipline	Type	Number	Title	Revision Date
		A5.11	SD SUPPLEMENTAL EXTERIOR DETAIL SKETCHES	8/19/19
		A5.12	SD SUPPLEMENTAL DETAIL SKETCHES	8/19/19
		A6.10	ENLARGED TOILET PLANS AND ELEVATIONS	8/19/19
		A7.01	INTERIOR ELEVATIONS - BLDG A THEATER	8/19/19
		A7.02	INTERIOR ELEVATIONS - BLDG A THEATER	8/19/19
		A7.41	INTERIOR ELEVATIONS - BLDG E ENTRY & CORRIDOR	8/19/19
		A7.51	INTERIOR ELEVATIONS - BLDG F COMMONS	8/19/19
		A7.52	INTERIOR ELEVATIONS - BLDG F COMMONS	8/19/19
		A7.71	INTERIOR ELEVATIONS - BLDG G2 GYMNASIUM	8/19/19
		A7.72	INTERIOR ELEVATIONS - BLDG G2 GYMNASIUM	8/19/19
		A7.91	INTERIOR ELEVATIONS - BLDG H TYPICALS	8/19/19
		A7.92	INTERIOR ELEVATIONS - BLDG H TYPICALS	8/19/19
		A7.93	INTERIOR ELEVATIONS - BLDG H TYPICALS	8/19/19
		A8.01	COMPOSITE RCP - LOWER LEVEL	8/19/19
		A8.02	COMPOSITE RCP - LEVEL 1	8/19/19
		A8.03	COMPOSITE RCP - LEVEL 2	8/19/19
		A8.14	LEVEL 1 RCP - BLDG H	8/19/19
		A8.23	LEVEL 2 RCP - BLDG H	8/19/19
		A8.30	CTE CEILING INFRASTRUCTURE DIAGRAMS	8/19/19
		A8.31	CTE CEILING INFRASTRUCTURE DIAGRAMS	8/19/19
		A9.10	LOWER LEVEL COMPOSITE WALL TYPE PLAN	8/19/19
		A9.20	LEVEL 1 COMPOSITE WALL TYPE PLAN	8/19/19
		A9.20A	LEVEL 1 WALL TYPE PLAN - ALT 6	8/19/19
		A9.30	LEVEL 2 COMPOSITE WALL TYPE PLAN	8/19/19
		A9.30A	LEVEL 2 WALL TYPE PLAN - ALT 6	8/19/19
		A9.40	INTERIOR WINDOW/DOOR TYPES	8/19/19
		A9.41	HISTORIC INTERIOR WINDOW/DOOR TYPES	8/19/19
		A9.50	CASEWORK ASSEMBLIES	8/19/19
		A10.01	LOWER LEVEL COMPOSITE FINISH FLOOR PLAN	8/19/19
		A10.02	LEVEL 1 COMPOSITE FINISH FLOOR PLAN	8/19/19
		A10.03	LEVEL 2 COMPOSITE FINISH FLOOR PLAN	8/19/19
HISTORIC				
		H1.30	DEMO ROOF PLAN - COMPOSITE - HISTORIC TREATMENT	8/19/19
		H1.31	DEMO ROOF PLAN - BLDG A - HISTORIC TREATMENT	8/19/19
		H1.32	DEMO ROOF PLAN - BLDG D - HISTORIC TREATMENT	8/19/19
		H1.33	DEMO ROOF PLAN - BLDG E - HISTORIC TREATMENT	8/19/19
		H1.34	DEMO ROOF PLAN - BLDG G1 - HISTORIC TREATMENT	8/19/19
		H1.35	DEMO EXT ELEV - BLDG A - HISTORIC TREATMENT	8/19/19
		H1.36	DEMO EXT ELEV - BLDG C - HISTORIC TREATMENT	8/19/19
		H1.37	DEMO EXT ELEV - BLDG D - HISTORIC TREATMENT	8/19/19
		H1.38	DEMO EXT ELEV - BLDG E - HISTORIC TREATMENT	8/19/19
		H1.39	DEMO EXT ELEV - BLDG G1 - HISTORIC TREATMENT	8/19/19
		H2.30	ROOF PLAN - COMPOSITE - HISTORIC TREATMENT	8/19/19

Benson Highschool 100% SD Drawing List

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The following document list is included as a further clarification regarding the Contract Documents that are incorporated into this Agreement.

Discipline	Type	Number	Title	Revision Date
		H2.31	ROOF PLAN - BLDG A - HISTORIC TREATMENT	8/19/19
		H2.34	ROOF PLAN - BLDG D - HISTORIC TREATMENT	8/19/19
		H2.35	ROOF PLAN - BLDG E - HISTORIC TREATMENT	8/19/19
		H2.36	ROOF PLAN - BLDG G1 - HISTORIC TREATMENT	8/19/19
		H3.11	EXT ELEV - BLDG A - HISTORIC TREATMENT	8/19/19
		H3.13	EXT ELEV - BLDG C - HISTORIC TREATMENT	8/19/19
		H3.14	EXT ELEV - BLDG D - HISTORIC TREATMENT	8/19/19
		H3.15	EXT ELEV - BLDG E - HISTORIC TREATMENT	8/19/19
		H3.16	EXT ELEV - BLDG G1 - HISTORIC TREATMENT	8/19/19
		H5.00	DOOR SCHEDULE - HISTORIC TREATMENT	8/19/19
		H5.01	WINDOW SCHEDULES - BLDG A - HISTORIC TREATMENT	8/19/19
		H5.03	WINDOW SCHEDULES - BLDG C - HISTORIC TREATMENT	8/19/19
		H5.04	WINDOW SCHEDULES - BLDG D - HISTORIC TREATMENT	8/19/19
		H5.05	WINDOW SCHEDULES - BLDG E - HISTORIC TREATMENT	8/19/19
		H5.06	WINDOW SCHEDULES - BLDG G1 - HISTORIC TREATMENT	8/19/19
		H5.07	SKYLIGHT SCHEDULE - HISTORIC TREATMENT	8/19/19
		H5.10	TYPICAL CONDITIONS AND REPAIRS - WINDOWS	8/19/19
		H5.11	TYPICAL CONDITIONS AND REPAIRS - EXTERIOR CONCRETE	8/19/19
		H5.12	TYPICAL CONDITIONS AND REPAIRS - EXTERIOR TERRACOTTA	8/19/19
		H5.13	TYPICAL CONDITIONS AND REPAIRS - EXTERIOR BRICK	8/19/19
STRUCTURAL				
		S0.01	DRAWING INDEX AND LIST OF ABBREVIATIONS	8/19/19
		S0.02	GENERAL STRUCTURAL NOTES	8/19/19
		S0.03	GENERAL NOTES	8/19/19
		S1.01	LOWER LEVEL COMPOSITE LATERAL PLAN	8/19/19
		S1.02	LEVEL 1 COMPOSITE LATERAL PLAN	8/19/19
		S1.03	LEVEL 2 COMPOSITE LATERAL PLAN	8/19/19
		S1.04	ROOF COMPOSITE LATERAL PLAN	8/19/19
		S2.01	LOWER LEVEL FOUNDATION PLAN - BLDG A	8/19/19
		S2.02	LOWER LEVEL FOUNDATION PLAN - BLDG B	8/19/19
		S2.03	LOWER LEVEL FOUNDATION PLAN - BLDG E	8/19/19
		S2.04	LOWER LEVEL FOUNDATION PLAN - BLDG G (AUX. GYM)	8/19/19
		S2.05	LOWER LEVEL FOUNDATION PLAN - BLDG G (MAIN GYM)	8/19/19
		S2.06	LEVEL 1 FRAMING PLAN - BLDG A	8/19/19
		S2.07	LEVEL 1 FRAMING PLAN - BLDG B	8/19/19
		S2.08	LEVEL 1 FOUNDATION PLAN - BLDG C	8/19/19
		S2.09	LEVEL 1 FOUNDATION PLAN - BLDG D	8/19/19
		S2.10	LEVEL 1 FRAMING PLAN - BLDG E	8/19/19
		S2.11	LEVEL 1 FOUNDATION PLAN - BLDG F	8/19/19
		S2.12	LEVEL 1 FRAMING PLAN - BLDG G (AUX GYM)	8/19/19
		S2.13	LEVEL 1 FRAMING PLAN - BLDG G (MAIN GYM)	8/19/19
		S2.14	LEVEL 1 FOUNDATION PLAN - BLDG H	8/19/19
		S2.15	LEVEL 1 FOUNDATION PLAN - BLDG H/I	8/19/19

Benson Highschool 100% SD Drawing List

EXHIBIT #3: DOCUMENT LIST

September 6th, 2019

The following document list is included as a further clarification regarding the Contract Documents that are incorporated into this Agreement.

Discipline	Type	Number	Title	Revision Date
		S2.16	LEVEL 2 FRAMING PLAN - BLDG A	8/19/19
		S2.17	LEVEL 2 FRAMING PLAN - BLDG B	8/19/19
		S2.18	LEVEL 2 FRAMING PLAN - BLDG C	8/19/19
		S2.19	LEVEL 2 FRAMING PLAN - BLDG D	8/19/19
		S2.20	LEVEL 2 FRAMING PLAN - BLDG E	8/19/19
		S2.21	LEVEL 2 FRAMING PLAN - BLDG F	8/19/19
		S2.22	LEVEL 2 FRAMING PLAN - BLDG G (AUX GYM)	8/19/19
		S2.23	LEVEL 2 FRAMING PLAN - BLDG G (MAIN GYM)	8/19/19
		S2.24	LEVEL 2 FRAMING PLAN - BLDG H	8/19/19
		S2.25	LEVEL 2 FRAMING PLAN - BLDG H/I	8/19/19
		S2.26	ROOF FRAMING PLAN - BLDG A	8/19/19
		S2.27	ROOF FRAMING PLAN - BLDG B	8/19/19
		S2.28	ROOF FRAMING PLAN - BLDG C	8/19/19
		S2.29	ROOF FRAMING PLAN - BLDG D	8/19/19
		S2.30	ROOF FRAMING PLAN - BLDG E	8/19/19
		S2.31	ROOF FRAMING PLAN - BLDG F	8/19/19
		S2.32	ROOF FRAMING PLAN - BLDG G (AUX GYM)	8/19/19
		S2.33	ROOF FRAMING PLAN - BLDG G (MAIN GYM)	8/19/19
		S2.34	ROOF FRAMING PLAN - BLDG H	8/19/19
		S2.35	ROOF FRAMING PLAN - BLDG H/I	8/19/19
		S2.43	PENTHOUSE ROOF FRAMING BLDG C	8/19/19
		S2.44	PENTHOUSE ROOF FRAMING BLDG C/D	8/19/19
		S2.49	PENTHOUSE ROOF FRAMING BLDG H	8/19/19
		S2.50	PENTHOUSE ROOF FRAMING BLDG H/I	8/19/19
		S3.01	ELEVATIONS - BLDG B	8/19/19
		S3.02	ELEVATIONS - BLDG C	8/19/19
		S3.03	ELEVATIONS - BLDG D	8/19/19
		S3.04	ELEVATIONS - BLDG H/I	8/19/19
		S3.05	ELEVATIONS - BLDG G	8/19/19
		S4.01	BUILDING SECTIONS	8/19/19
MECHANICAL				
		MH1.01	LOWER LEVELS COMPOSITE FLOOR PLAN - MECHANICAL	8/19/19
		MH1.02	LEVEL 1 COMPOSITE FLOOR PLAN - MECHANICAL	8/19/19
		MH1.03	LEVEL 2 COMPOSITE FLOOR PLAN - MECHANICAL	8/19/19
		MH1.04	COMPOSITE ROOF PLAN - MECHANICAL	8/19/19
		MZ1.01	LOWER LEVELS COMPOSITE FLOOR PLAN ZONING - MECHANICAL	8/19/19
		MZ1.02	LEVEL 01 COMPOSITE FLOOR PLAN ZONING - MECHANICAL	8/19/19
		MZ1.03	LEVEL 02 COMPOSITE FLOOR PLAN ZONING - MECHANICAL	8/19/19
		M5.01	DETAILS - MECHANICAL	8/19/19
		M6.01	DIAGRAMS - MECHANICAL	8/19/19
PLUMBING				
		P1.01	LOWER LEVELS COMPOSITE FLOOR PLAN - PLUMBING	8/19/19
		P1.02	LEVEL 1 COMPOSITE FLOOR PLAN - PLUMBING	8/19/19

Benson Highschool 100% SD Drawing List

EXHIBIT #3: DOCUMENT LIST

September 6th, 2019

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Discipline	Type	Number	Title	Revision Date
		P1.03	LEVEL 2 COMPOSITE FLOOR PLAN - PLUMBING	8/19/19
ELECTRICAL				
		E0.00	ABBREVIATION AND SYMBOL LEGEND - GENERAL	8/19/19
		E6.00	ONE-LINE DIAGRAM SECTOR F-MAIN DISTRIBUTION	8/19/19
		E6.01	ONE-LINE DIAGRAM SECTOR B- 480Y/277V	8/19/19
		E6.02	ONE-LINE DIAGRAM SECTOR B- 208Y/120V	8/19/19
		E6.03	ONE-LINE DIAGRAM SECTOR C- 480Y/277V	8/19/19
		E6.04	ONE-LINE DIAGRAM SECTOR C- 208Y/120V	8/19/19
		E6.05	ONE-LINE DIAGRAM SECTOR G1 SUB DISTRIBUTION	8/19/19
		E6.06	ONE-LINE DIAGRAM SECTOR H- 480Y/277V	8/19/19
		E6.07	ONE-LINE DIAGRAM SECTOR H- 208Y/120V	8/19/19
		EP1.01	SITE PLAN - POWER	8/19/19
		EP2.01	LOWER LEVEL PLAN -BLDG A -POWER	8/19/19
		EP2.02	LOWER LEVEL PLAN -BLDG B -POWER	8/19/19
		EP2.03	LOWER LEVEL PLAN -BLDG E -POWER	8/19/19
		EP2.04	LOWER LEVEL PLAN -BLDG G1 (AUX GYM) -POWER	8/19/19
		EP2.05	LOWER LEVEL PLAN -BLDG G2 (MAIN GYM) -POWER	8/19/19
		EP2.06	LEVEL1 PLAN - BLDG A - POWER	8/19/19
		EP2.07	LEVEL 1 PLAN - BLDG B - POWER	8/19/19
		EP2.08	LEVEL 1 PLAN - BLDG C - POWER	8/19/19
		EP2.09	LEVEL 1 PLAN -BLDG D -POWER	8/19/19
		EP2.10	LEVEL 1 PLAN -BLDG E -POWER	8/19/19
		EP2.11	LEVEL 1 PLAN - BLDG F - POWER	8/19/19
		EP2.12	LEVEL1 PLAN - BLDG G1 (AUX GYM) - POWER	8/19/19
		EP2.13	LEVEL 1 PLAN -BLDG G2 (MAIN GYM) -POWER	8/19/19
		EP2.14	LEVEL 1 PLAN -BLDG H -POWER	8/19/19
		EP2.15	LEVEL 1 PLAN -BLDG I -POWER	8/19/19
		EP2.16	LEVEL 2 PLAN -BLDG A -POWER	8/19/19
		EP2.17	LEVEL 2 PLAN -BLDG B -POWER	8/19/19
		EP2.18	LEVEL 2 PLAN -BLDG C -POWER	8/19/19
		EP2.19	LEVEL 2 PLAN -BLDG D -POWER	8/19/19
		EP2.20	LEVEL 2 PLAN - BLDG E - POWER	8/19/19
		EP2.21	LEVEL 2 PLAN - BLDG F - POWER	8/19/19
		EP2.22	LEVEL 2 PLAN -BLDG G1 (AUX GYM) -POWER	8/19/19
		EP2.23	LEVEL 2 PLAN - BLDG G2 (MAIN GYM) - POWER	8/19/19
		EP2.24	LEVEL 2 PLAN - BLDG H - POWER	8/19/19
		EP2.25	LEVEL 2 PLAN - BLDG I - POWER	8/19/19
		EP4.01	ENLARGED ELECTRICAL ROOM PLANS - POWER	8/19/19
		EP4.02	ENLARGED ELECTRICAL ROOM PLANS - POWER	8/19/19
LIGHTING				
		EL1.01	LOWER LEVEL LIGHTING PLAN	8/19/19
		EL1.11	LEVEL 1 LIGHTING PLAN	8/19/19
		EL1.14	LEVEL 1 LIGHTING - BLDG C	8/19/19

Benson Highschool 100% SD Drawing List

EXHIBIT #3: DOCUMENT LIST

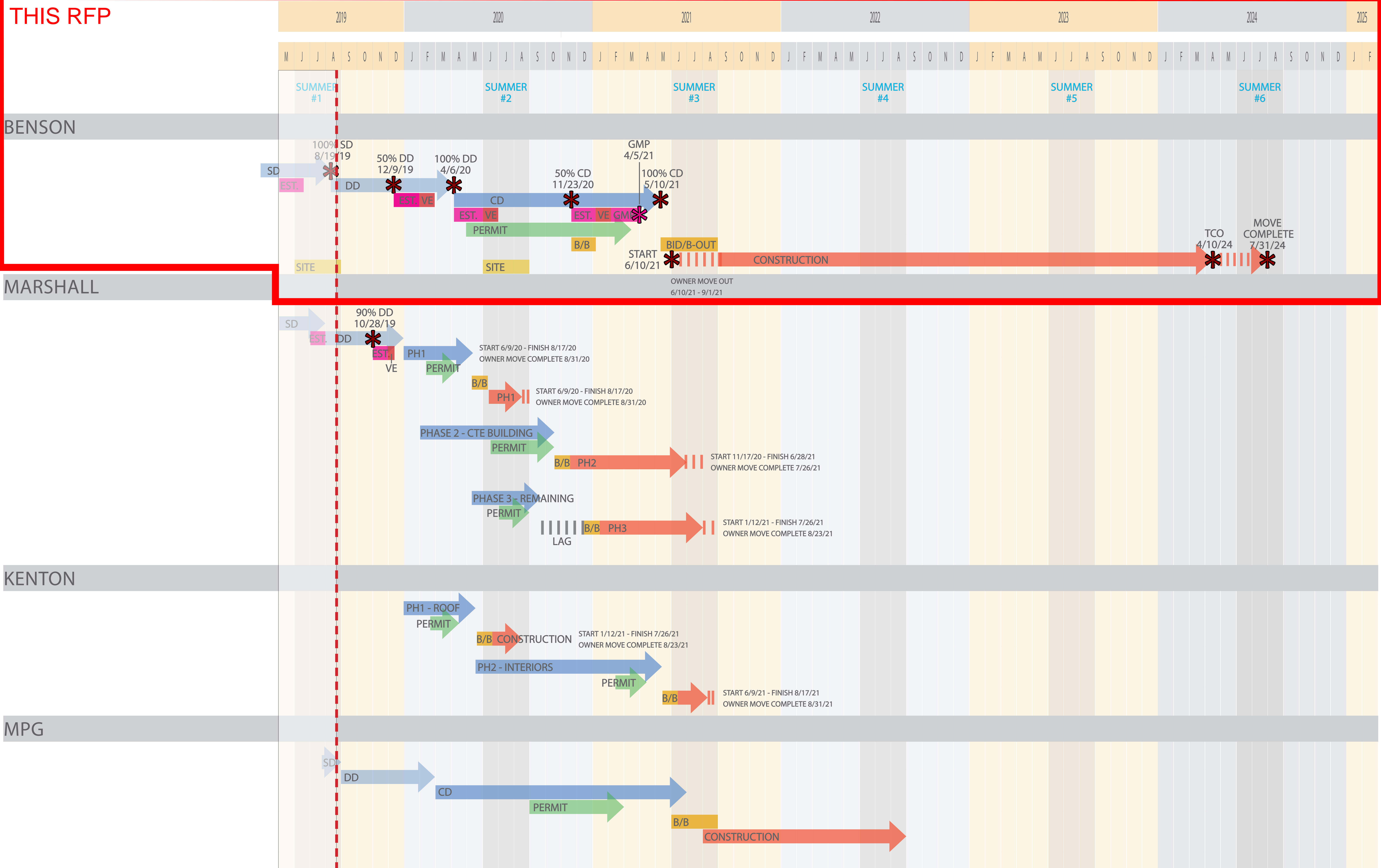
September 6th, 2019

The following document list is included as a further clarification regarding the Contract Documents that are incorporated into this Agreement.

Discipline	Type	Number	Title	Revision Date
		EL1.18	LEVEL 1 LIGHTING - BLDG H	8/19/19
		EL1.18A	LEVEL 1 LIGHTING - BLDG H MEZZANINE	8/19/19
		EL1.21	LEVEL 2 LIGHTING PLAN	8/19/19
		EL1.26	LEVEL 2 LIGHTING - BLDG E/F	8/19/19
		EL210	LIGHTING SYSTEMS	8/19/19
		EL211	LIGHTING SYSTEMS	8/19/19
TELECOM				
		ET2.08	LEVEL 1 PLAN -BLDG C -TELECOM	8/19/19
		ET2.14	LEVEL 1 PLAN - BLDG H - TELECOM	8/19/19
		ET2.18	LEVEL 2 PLAN -BLDG C -TELECOM	8/19/19
		ET2.24	LEVEL 2 PLAN - BLDG H - TELECOM	8/19/19
THEATER				
		TH1.0	THEATER SEATING	8/19/19
		TH2.0	THEATER LIGHTING	8/19/19
		TH3.0	THEATER STAGE	8/19/19
		TH4.0	CONTROL BOOTH AND MULTIPURPOSE	8/19/19
FOOD SERVICE				
		FS1.0	LEVEL 1 KITCHEN & SERVERY PLAN	8/19/19

PROJECT SCHEDULE

THIS RFP



ANDERSEN CONSTRUCTION

UPDATED AUGUST 2019



COMPASS
powered by bespokemetrics

Andersen Construction is now using the COMPASS Subcontractor Risk Program for prequalification and financial statement reviews.

COMPASS is a secure, third party application powered by Bespoke Metrics. Please enter and upload your information into the COMPASS system for review.

To start your prequalification process please visit:

<https://compass-srp.com/register/us>

For support in the COMPASS system and status of your prequalification, please contact:

Courtney Quinn at Bespoke Metrics

cquinn@bespokemetrics.com

(647) 282-4969

Please note that your financials are kept in the strictest confidence.

Only Finance staff and Risk Managers will be able to access your financial information. Your financial data is used for risk assessment only.

For questions about Andersen Construction's prequalification requirements and process, please contact:

Idaho Region – Ami Ostrow aostrow@andersen-const.com

Oregon Region – Elizabeth Juhala ejuhala@andersen-const.com

Washington Region – Michelle Bungay mbungay@andersen-const.com



ANDERSEN CONSTRUCTION COMPANY OF OREGON, LLC
 6712 North Cutter Circle
 Portland, OR 97217
 Phone: (503) 283-6712
 Fax: (503) 283-4393

SUBCONTRACT

SUBCONTRACTOR: Company Name Company Address Attention: Contact Name Phone: Contact Phone Email: Contact Email Address	PROJECT: Project Name Project Address	DATE:
	SCOPE OF WORK: Scope of Work	PROJECT #:
	COST CODE: Cost Code	CONTRACT #:
		VENDOR #:

This Agreement, made as of date by and between ANDERSEN CONSTRUCTION COMPANY OF OREGON, LLC, hereinafter called the "Contractor," and Company Name, hereinafter called the "Subcontractor," to perform part of the work on the Project referenced above.

SCOPE OF WORK: Contractor engages Subcontractor as an independent contractor to perform the work and furnish all the coordination, labor, materials, equipment and services including, but not limited to competent supervision, shop drawings, samples, tools, ladders, safety equipment, and scaffolding as are necessary for the proper performance of the Scope of Work described in the Contract Documents listed below (hereinafter called "Subcontractor's Work" or "Work"):

<u>Exhibits</u>	<u>Date</u>	<u>Exhibits</u>	<u>Date</u>
#1 – Scope Clarifications		A – Safety Handbook	2018
#2A – Terms & Conditions for Subcontracts	2019	B – Anti-Harassment Policy	2018
#3 – Document List		C – Safety Disciplinary Policy	2018
#4 – Project Schedule		D – Accounting Procedures	2019
#5 – Site Specific Work Regulations			
#6 – Site Logistics Plan			
#7 – Cost Definition for GMP Subcontracts			
#8 – Design Build Requirements			
#9 – BIM and VDC Requirements			
#10 – Minimum Insurance Requirements			

Subcontractor shall perform such Work under the general direction of Contractor and in accordance with this Agreement and all applicable provisions of the Prime Contract Documents including, but not limited to, the Agreement between Owner and Contractor ("Prime Contract"), Conditions of the Prime Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Prime Contract, other documents listed in the Prime Contract Documents and Modifications issued after execution of the Agreement, the terms of which are incorporated herein by reference. This Agreement, and referenced Exhibits, and the Prime Contract Documents shall hereinafter be collectively referred to as the "Contract Documents."

- INSURANCE:** As prescribed by Exhibit 10, unless otherwise modified below: [Insert Additional / Increased Insurance Reqtqs]
- BONDS:** Performance and Payment Bonds SHALL **NOT** be required for the Project.
- PRICE:** Contractor agrees to pay Subcontractor for the satisfactory performance of Subcontractor's Work the sum of «AMOUNT» DOLLARS AND NO/100s (\$«Amount»), hereinafter called the "Contract Price" or "Price," subject to additions or deductions per Article 3. A reserve of 10% will be retained from each payment application.
- PAY APPS:** Submit payment applications to subpayables@andersen-const.com by the 20th of each month. If not otherwise specified, payment applications are due by the 20th of each month.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers or duly authorized agents effective the day and year first written above.

Subcontractor

Andersen Construction Company of Oregon, LLC

By: _____ Date: _____
Signature

Name: _____

By: _____ Date: _____
Signature

Name: _____

Oregon Contractor's Registration Number:
CCB

Contractor's Registration Numbers:
 ID RCE-46335 | OR 218297 | WA ANDERCCS24WW

EXHIBIT 2A – TERMS & CONDITIONS FOR SUBCONTRACTS

ARTICLE 1 – PROJECT SCHEDULE

1.1 COMMENCE PERFORMANCE. Subcontractor shall commence its Work within three (3) days of notice to proceed from Contractor and if such Work is suspended pursuant to Section 10.2 of this Agreement, Subcontractor shall resume such Work within two working days from Contractor's notice to do so.

If Subcontractor commences performance of the Work before receiving a fully executed copy of this Agreement, then Subcontractor's commencement of such Work shall serve as its agreement to be bound by the terms and conditions of this Agreement, including all Exhibits and Prime Contract Documents incorporated herein by reference. Subcontractor agrees that any portion of Subcontractor's Work performed prior to the execution of the Agreement, including but not limited to incidental preparation activities, shall be governed by and be subject to the terms and conditions of this Agreement. This document shall govern the performance of the Work and obligations of Subcontractor and Contractor with respect thereto.

1.2 TIME IS OF THE ESSENCE. Time is of the essence. Subcontractor warrants and represents that it is fully familiar with the requirements and provisions of the Contract Documents concerning time of performance, and that the Price herein provided contemplates performance and completion of Subcontractor's Work within such time as may reasonably be necessary to permit Contractor to complete the Project within the time required. Contractor shall prepare the Project Schedule and revise such Project Schedule as necessary.

1.3 DUTY TO BE BOUND. Subcontractor shall be bound and perform in accordance with the Project Schedule which may be changed by Contractor from time to time for any reason. Subcontractor shall perform in accordance with such modified Project Schedule(s). No modification or alteration of the Project Schedule shall entitle Subcontractor to any increase in the Subcontract amount, or an extension of time, unless Subcontractor provides written notice as required by Article 3. Subcontractor shall provide Contractor with any requested scheduling information for Subcontractor's Work.

1.4 PRIORITY OF WORK. Contractor shall have the right to decide the time, order and priority in which the various portions of the Project shall be performed. Subcontractor agrees to take all action necessary to ensure the completion of the Work within the time specified.

1.5 COORDINATION. Subcontractor shall: (a) cooperate with Contractor and all others whose work may interfere with Subcontractor's Work; (b) specifically note and immediately advise Contractor in writing of any such interference with Subcontractor's Work; and (c) participate in the preparation of coordination drawings and work schedules in areas of congestion.

1.6 DELAY. If progress of Subcontractor's Work is substantially delayed without the fault or responsibility of Subcontractor, then the time for Subcontractor's Work shall be extended by Change Order to the extent obtained by Contractor under the Contract Documents and the Project Schedule shall be revised accordingly. Contractor shall not be liable to Subcontractor for any damages or additional compensation because of delays caused by any person not a party to this Agreement unless Contractor has first recovered the same on behalf of Subcontractor from said person. Otherwise, Subcontractor's sole and exclusive remedy for delay shall be an extension in the time for performance of Subcontractor's Work. Subcontractor shall not be entitled to any extension of time unless a) Subcontractor notified Contractor in writing of the delay within forty-eight (48) hours of the event giving rise to the delay; b) further supplements its notice with a claim within five (5) working days as required by Paragraph 3.2 and/or 3.3, providing detailed cost and supporting documentation, and c) demonstrates that Subcontractor could not have anticipated or avoided the delay and has used all available means to minimize the impact. Failure to meet these conditions and provide timely notice shall result in waiver of Subcontractor's claim for an extension of time.

1.7 DELAY CAUSED BY SUBCONTRACTOR. Should the progress of the Work or the Project be delayed by any fault or neglect or act or failure to act of Subcontractor or any of its officers, agents, employees, subcontractors, or suppliers that causes any additional cost, expense, liability, or damage to Contractor, Subcontractor shall compensate Contractor for and indemnify against all such costs, expenses, damages, and liability.

ARTICLE 2 – PAYMENT

2.1 PAYMENT FOR THE WORK. In consideration of all of the covenants and conditions of this Subcontract Agreement and the full, faithful and prompt performance of all of the terms and conditions of the Contract Documents pertaining to the Subcontractor's Work, Contractor agrees to pay to Subcontractor the Contract Price as herein above set forth, and Subcontractor agrees to receive and accept the Contract Price as full compensation for doing all things required to complete Subcontractor's Work in accordance with the Contract Documents.

Payment will be made to Subcontractor for Work performed, as measured and certified to by Owner or its representative, which shall be accepted by Subcontractor as full compensation for furnishing all material and for doing all Work contemplated and embraced in this Subcontract Agreement. In the event Subcontractor fails to invoice or otherwise indicate its contention as to the value of such Work by the payment application due date, Contractor may estimate the value thereof.

EXHIBIT 2A – TERMS & CONDITIONS FOR SUBCONTRACTS

Receipt of payment from Owner for Subcontractor's Work is a condition precedent to Contractor's obligation to make payment to Subcontractor, regardless of the reason for Owner's nonpayment, whether attributable to the fault of Owner or Subcontractor, or to any other cause. Payment will be made to Subcontractor within seven (7) days after Contractor receives payment from Owner, and will equal the value of the Work done by Subcontractor per Owner's estimate, less the sum of previous payments and less retention. Payment as used in this clause shall include retainage, progress payments, payment for change orders and extra work, and final payment. Subcontractor hereby acknowledges that it relies solely and exclusively on the credit of Owner, not Contractor, for payment for its Work.

2.2 GENERAL PROVISIONS

2.2.1 PAYMENT USE RESTRICTION. No payment received by Subcontractor shall be used to satisfy or secure any indebtedness other than one owed by Subcontractor to a person furnishing labor, materials, supplies and/or equipment for use in performing Subcontractor's Work. Payments may not be assigned to a factor or other third party. Attempts to make such an assignment shall be deemed a material breach of this Agreement.

2.2.2 PAYMENT USE VERIFICATION. Contractor shall have the right to contact Subcontractor's subcontractors and suppliers to ensure that the same are being paid by Subcontractor for labor or materials furnished for use in performing Subcontractor's Work and to pay by joint check if Contractor deems it necessary, or preferred.

2.2.3 SUBCONTRACTOR PAYMENT FAILURE. In the event Contractor has reason to believe that labor, material or other obligations incurred in the performance of Subcontractor's Work are not being paid, Contractor shall give written notice to Subcontractor and may take any steps deemed necessary to ensure that any progress payment shall be utilized to pay such obligations.

If upon receipt of said notice, Subcontractor does not: (a) Supply evidence to the satisfaction of Contractor that Subcontractor's obligations have been paid or (b) Post a bond indemnifying Owner, Contractor, Contractor's surety, if any, and the premises from a claim or lien; then Contractor shall have the right to retain out of any payments due or to become due to Subcontractor, pursuant to this Agreement and/or any other Agreements between Subcontractor and Contractor, a reasonable amount to protect Contractor from any and all loss, damage or expense including attorney's fees arising out of or relating to any such obligation until the obligation has been satisfied by Subcontractor.

2.2.4 PAYMENT NOT ACCEPTANCE. Payment to Subcontractor is specifically agreed not to constitute or imply acceptance by Contractor or Owner of any portion of Subcontractor's Work.

2.2.5 PREPAYMENT OPTION. Contractor may, at its sole discretion, offer payment in advance of the normal payment terms in exchange for a 3% discount by Subcontractor. The terms of the payment and discount may be negotiated and must be mutually agreed upon by both parties.

2.3 PROGRESS PAYMENTS

2.3.1 SCHEDULE OF VALUES. Subcontractor shall provide a schedule of values satisfactory to Contractor and Owner no more than fifteen (15) days from the date of execution of this Agreement.

2.3.2 TIME OF APPLICATION. Each month, Subcontractor shall submit progress payment applications to Contractor as specified on the signature page of this Agreement for Work performed up to and including the last day of the payment period indicating Work completed and, to the extent allowed under Article 2.3.4, materials suitably stored during the preceding payment period. Progress payment requisitions delivered after the specified day of each payment period will be included in the following month's billing. Billings shall be in the required format and include sufficient detail in accordance with the requirements of the Project Manager. The submission date may be altered based on Owner requirements for payment.

2.3.3 LIEN WAIVERS AND AFFIDAVITS. When required by Contractor, and as a prerequisite for payment, Subcontractor shall provide in a form satisfactory to Owner and Contractor, lien and claim waivers and affidavits from Subcontractor, and its sub-subcontractors and suppliers for the completed Subcontractor's Work. Such waivers may be made conditional upon payment.

2.3.4 STORED MATERIALS. Unless otherwise provided in the Contract Documents, and if approved in advance by Owner, applications for payment may include materials and equipment not incorporated in Subcontractor's Work but delivered and suitably stored at the site or at some other location agreed upon in writing. Approval of payment application for such stored items on or off the site shall be conditioned upon submission by Subcontractor bills of sale and applicable insurance or such other procedures satisfactory to Owner and Contractor to establish Owner's title to such materials and equipment or otherwise protect Owner's and Contractor's interests therein, including transportation to the site.

EXHIBIT 2A – TERMS & CONDITIONS FOR SUBCONTRACTS

2.4 FINAL PAYMENT

2.4.1 APPLICATION. Upon acceptance of Subcontractor's Work by Owner, Contractor, and if necessary, the Architect, and upon Subcontractor furnishing evidence of fulfillment of Subcontractor's obligations in accordance with the Contract Documents and Article 2.4.2, Contractor shall forward to Owner Subcontractor's application for final payment without delay.

2.4.2 REQUIREMENTS. Before Contractor shall be required to forward Subcontractor's application for final payment to Owner, Subcontractor shall submit to Contractor: (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with Subcontractor's Work for which Owner or Owner's property or Contractor or Contractor's surety might in any way be liable, have been paid or otherwise satisfied; (b) consent of surety to final payment, if required; (c) satisfaction of required closeout procedures; and (d) other data if required by Contractor or Owner, such as receipts, releases, and waivers of liens to the extent and in such form as may be designated by Contractor or Owner.

Final payment shall constitute a waiver of all claims by Subcontractor relating to payment for Subcontractor's Work, but shall in no way relieve Subcontractor of liability for the obligations assumed under Article 4.9 hereof, or for faulty or defective work.

2.4.3 TIME OF FINAL PAYMENT. Final payment of the balance due of the contract price shall be made to Subcontractor (a) upon receipt of Owner's waiver of all claims related to Subcontractor's Work except for unsettled liens, unknown defective work, and non-compliance with the Contract Documents or warranties, and (b) within seven (7) days after receipt by Contractor of final payment from Owner for such Subcontractor's Work. There shall be no partial release of retention or partial acceptance of any portion of Subcontractor's Work.

2.4.4 FINAL PAYMENT DELAY. If Owner or its designated agent does not issue a Certificate for Final Payment or Contractor does not receive such payment for any cause which is not the fault of Subcontractor, Contractor shall promptly inform Subcontractor in writing. Contractor shall also diligently pursue, with the assistance of Subcontractor, the prompt release by Owner of the final payment due for Subcontractor's Work. At Subcontractor's request and expense, to the extent agreed upon in writing, Contractor may institute all reasonable legal remedies to mitigate the damages and pursue full payment of Subcontractor's application for final payment including interest thereon.

ARTICLE 3 – CHANGES AND CLAIMS

3.1 CHANGES. When Contractor so orders in writing, Subcontractor, without nullifying this Agreement, shall make any and all changes in the Work which are within the general scope of this Agreement. If Contractor and Subcontractor cannot agree upon a mutually acceptable fixed price for such changes, or if Contractor otherwise directs Subcontractor to proceed on a Time and Material basis, Subcontractor shall execute the Work without delay and document all costs on a Time and Material basis. When working on a Time and Material basis Subcontractor shall submit all tickets and documents related to that portion of the Work for verification at the end of the same day the work is performed. Failure to do so may result in rejection of all costs for that day without recourse. Adjustments in the Price or contract time, if any, resulting from such changes shall be set forth in a Subcontract Change Order pursuant to the Contract Documents. No such adjustments shall be made for any such changes performed by Subcontractor that have not been so ordered by Contractor. Should the terms of Contractor's Agreement with Owner require different or additional action by Subcontractor in regards to Changes in the Work, such terms shall apply and take precedence over the requirements of this agreement. Contractor and Owner shall have the right to examine, inspect, copy and audit the books and records of Subcontractor and any sub-subcontractors with respect to all changed or added work.

It is expressly agreed that, except in an emergency endangering life or property, no additions or changes to the Work shall be made without Contractor's written order; and Contractor shall not be liable to Subcontractor for any extra labor, materials, equipment, or subcontracted work furnished without such written order. No officer, employee, or agent of Contractor is authorized to direct any extra or changed work by oral order.

3.2 CLAIMS RELATING TO OWNER. Subcontractor agrees to make all claims for additional compensation and/or extensions of time which Owner is or may be liable in the manner provided in the Contract Documents for like claims by Contractor upon Owner. Notice of such claims shall be given by Subcontractor to Contractor within forty-eight (48) hours prior to the beginning of Subcontractor's Work or the event for which such claim is to be made, or immediately upon Subcontractor's first knowledge of the event, whichever shall first occur. Subcontractor agrees that failure to strictly comply with these notice requirements shall result in the full and final waiver of its claim(s). Contractor does not waive the requirement for timely written notice unless Contractor's waiver is unequivocal, explicit, and in writing.

3.3 CLAIMS RELATING TO CONTRACTOR. Subcontractor shall give Contractor written notice of all claims not included in Article 3.2 within forty-eight (48) hours of the beginning of the event for which claim is made. Subcontractor agrees that failure to strictly comply with these notice requirements shall result in the full and final waiver of its claim(s). Contractor does not waive the requirement for timely written notice unless Contractor's waiver is unequivocal, explicit, and in writing. All unresolved claims, disputes and other matters in question between Contractor and Subcontractor not relating to claims included in Article 3.2 shall be resolved in the manner provided in Article 9.

EXHIBIT 2A – TERMS & CONDITIONS FOR SUBCONTRACTS

- 3.4 EXECUTION OF CHANGES.** Changes, including increases or decreases in the Subcontract Price, will be made only by Contractor's issuance of a Change Order. If Subcontractor objects or disagrees in any way with the scope, terms, construction time, or pricing included in a Contractor issued Change Order, Subcontractor shall so notify Contractor in writing within seven (7) calendar days of the date such Change Order is issued. With any written notice of objection, Subcontractor shall also submit a claim for equitable adjustment, including all appropriate evidence to support such claim. If Subcontractor fails to so notify Contractor, such Change Order shall become final and accepted by Subcontractor, properly making it part of the Subcontract Agreement. Subcontractor acknowledges that, unless expressly stated otherwise within a written Change Order, any change in the price and time effected through a written Change Order shall constitute full payment and accord and satisfaction for all cost incurred, labor performed, material and equipment furnished, any overhead, profit, and any delay, acceleration, or loss of efficiency associated with the change in the Work.

ARTICLE 4 – SUBCONTRACTOR'S OBLIGATIONS

- 4.1 OBLIGATIONS DERIVATIVE.** Subcontractor binds itself to Contractor under this Agreement in the same manner as Contractor is bound to Owner under the Prime Contract Documents for that Work which is Subcontractor's responsibility. The Prime Contract Documents include, without limitation, the Agreement between Owner and Contractor, Conditions of the Prime Contract (General, Supplementary and Other Conditions), Drawings, Specifications, Addenda issued prior to the execution of the Prime Contract, other documents listed in the Prime Contract Documents and Modifications issued after execution of the Agreement.
- 4.2 INDEPENDENT CONTRACTOR.** No employment, partnership, or joint venture relationship is created by this Contract. Subcontractor specifically agrees that it is, or prior to the start of the Work will become, and will remain during the performance of this Subcontract, an independent contractor customarily engaged in an independently established business of the same nature as the Work performed under this Subcontract. Subcontractor has the status of "employer" as defined by the Industrial Insurance, Workers' Compensation, Unemployment Compensation, Social Security, and other similar acts of the federal, state, and local government, including independent filing requirements with the IRS and Department of Revenue. Subcontractor shall withhold from its payroll applicable Social Security taxes, Workers' Compensation and Unemployment Compensation contributions, and withholding taxes and pay the same. Contractor shall be in no way liable as an employer of, or on account of, any employees of Subcontractor. Before final payment is made under this Subcontract, Subcontractor shall furnish Contractor affidavits certifying that it has complied with these laws, rules and regulations. Subcontractor hereby agrees to indemnify Contractor for any and all liability under such laws arising from the Work performed under this Subcontract.
- 4.3 COMPANY POLICIES.** Subcontractor agrees that it, its employees, subcontractors and their employees shall be bound by the policies identified herein and/or attached by Exhibit to this Agreement. Adherence to these policies is required for all employees assigned at this Project site. In the event of non-compliance, Subcontractor employee may be subject to the Safety Disciplinary Policy (Exhibit C) or Contractor may, in its sole discretion, declare a material breach of this Agreement and cancel, terminate, or suspend the Agreement and utilize the remedies available under Article 10.

Subcontractor's failure to prevent damage, injury or loss pursuant to this section shall be deemed a material breach of this Agreement and shall be a complete defense to any claims against Subcontractor arising out of or related to such breach and damages. Subcontractor agrees to defend, indemnify and hold Contractor harmless from any claims, liability, fines, costs, expense or damage (including attorney fees) arising out of, or relating to, such a breach, including, but not limited to, a claim asserted by a subrogee, insurer or assignee of Subcontractor.

4.3.1 ALCOHOL AND DRUG POLICY. Contractor complies with the Construction Industry Drug Free Workplace and the Washington Construction Industry Substance Abuse programs ("Contractor's Substance Abuse Program").

All subcontractors working on an Andersen Construction worksite are expected to fully cooperate with the goals of a drug and alcohol free worksite and have an employment drug and alcohol testing program for their own employees which meets or exceeds the Construction Industry Drug Free Workplace program criteria. Following are minimum criteria for an acceptable employer administered alcohol and substance abuse program:

- Pre-employment testing of all employees, or proof of a valid test within the past six months
- Mandatory post-accident testing for injuries requiring medical treatment or resulting in damage
- Allowance for testing based on reasonable suspicion
- Follow-up testing, disciplinary action up to and including termination, or mandatory enrollment in any recommended treatment programs or education programs.

Use of a Department of Transportation or Union mandated and/or administered substance abuse program will constitute satisfactory compliance with Article 4.3.1 if said programs are applicable to all subcontractor or lower-tier subcontractor employees to be employed at the work site.

It is the responsibility of Subcontractor to ensure that their employees and lower-tier subcontractor employees have proof of verified negative drug and alcohol test prior to reporting for work at the job site.

EXHIBIT 2A – TERMS & CONDITIONS FOR SUBCONTRACTS

In the event Subcontractor does not maintain or enforce a substance abuse program meeting these criteria, Contractor shall have the right, but not the obligation, to require Subcontractor to comply with Contractor's Substance Abuse Program which includes pre-employment, random and/or mass drug and alcohol testing of on-site employees. All costs thereof, including administrative and laboratory costs and payroll time, shall be borne by and charged to Subcontractor and any employee testing positive shall be immediately removed from the site and not allowed on any Contractor work site for a minimum period of one year.

4.3.2 SAFETY. Without limitation, Subcontractor specifically agrees to comply with all provisions, regulations and requirements of any federal, state or local statute or regulation concerning occupational safety and health, and with any rules and regulations promulgated pursuant thereto. Subcontractor further agrees it has received a copy of Contractor's Safety Handbook (Exhibit A) and will fully comply with all provisions and requirements therein, unless otherwise in violation of federal, state, or local statute or regulation.

4.4 COMPLIANCE WITH LAWS. Subcontractor agrees to be bound by, and at its own cost, comply with all federal, state and local laws, ordinances and regulations (hereinafter collectively referred to as "laws") applicable to Subcontractor's Work including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, safety and all other laws with which Contractor must comply according to the Contract Documents.

Subcontractor shall indemnify, defend and hold Contractor harmless from any and all liability, costs, expenses, damages, fines or other loss, including attorneys' fees, arising out of any act or omission of Subcontractor, its agents, employees or subcontractors, in the performance of the Work, which acts or omissions are in violation of or not in compliance with any federal, state, local or other public agency permit, regulation, rule or law, including those pertaining to safety and protection of the environment, air, water, soil, noise, or public or private property.

4.5 PERMITS, FEES AND LICENSES. Subcontractor shall give adequate notices to authorities pertaining to Subcontractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections and taxes necessary to complete Subcontractor's Work in accordance with the Contract Documents.

4.6 PATENTS. Except as otherwise provided by the Contract Documents, Subcontractor shall pay all royalties and license fees, which may be due on the inclusion of any patented materials in Subcontractor's Work. Subcontractor shall defend all suits for claims for infringement of any patent rights arising out of Subcontractor's Work, which may be brought against Contractor or Owner, and shall be liable to Contractor and Owner for all loss, including all costs, expenses, and attorney's fees.

4.7 LOWER-TIER SUBCONTRACTORS AND SUPPLIERS. Any lower-tier subcontractor shall be bound to Subcontractor to the same extent Subcontractor is bound to Contractor and to the same extent Contractor is bound to Owner. Subcontractor shall incorporate by reference this Subcontract into any sub-subcontract or other agreement covering any portion of Subcontractor's Work, and Subcontractor shall cause all legal and other obligations to the extent required by law, this Subcontract, or by the Prime Contract to be included in any lower-tier subcontract or purchase order.

Contractor has the right to pay any lower-tier subcontractor or supplier of equipment or materials, including but not limited to employees thereof, to Subcontractor directly or by two-party check. Payment directly to such persons by Contractor or payment of such persons by Contractor by two-party check shall not create any direct contractual or other obligations owing by Contractor to such persons. Any direct or two-party check made in payment for labor, materials or supplies of Subcontractor shall be deemed for payment accounting purposes as having been made solely for the benefit of Subcontractor in accord with the terms of this Agreement. Subcontractor shall secure the immediate release and satisfaction of any claims of lien, claims against any Contractor's bond or retainage, or claims against any other contractor's bond or retainage resulting from the performance of this Subcontract, and shall bear all expenses incurred by Contractor or Owner, investigating, resisting, or settling such liens or claims, including attorneys' fees. Provided Subcontractor has been paid for all undisputed amounts owed to Subcontractor by Contractor, Subcontractor agrees to defend, indemnify, and hold Contractor and Owner harmless from any claims of lien, any claims against any Contractor's bond or retainage, or any claims against any other contractor's bond or retainage resulting from the performance of this Subcontract.

4.8 ASSIGNMENT. Subcontractor shall not assign any part of this Agreement or the Work of Subcontractor without prior written approval of Contractor, which shall not be unreasonably withheld. Any such assignment, subletting or delegation by operation of law or otherwise, in whole or in part, by Subcontractor of the Work to be performed or any claims arising hereunder without the prior written consent of Contractor shall be deemed a material breach of this Agreement. Contractor shall not recognize or be bound by any assignment of any right to payment earned or to be earned by performance hereunder by Subcontractor unless and until Subcontractor shall receive written notice which reasonably proves the assignment and identifies the rights assigned. Any assignment hereunder shall be subject to, and Contractor reserves, all rights and remedies available to Contractor by law, under this Agreement as against Subcontractor, its sureties and assigns including, without limitation, rights of set-off, to retain monies, to amend or modify this Agreement and to assert all other defenses and claims whether or not arising under this Agreement. The making of any assignment by Subcontractor or any consent thereto by Contractor shall in no event relieve Subcontractor or its sureties hereunder of any other obligations, duties, responsibilities or liabilities.

EXHIBIT 2A – TERMS & CONDITIONS FOR SUBCONTRACTS

4.9 WARRANTY. Subcontractor warrants its Work against all deficiencies and defects in materials and/or workmanship and as called for in the Contract Documents. Subcontractor agrees to satisfy such warranty obligations, which appear within the guarantee or warranty period established in the Contract Documents without cost to Owner or Contractor.

If no guarantee or warranty is required of Contractor as it relates to Subcontractor's Scope of Work in the Prime Contract Documents, then Subcontractor shall guarantee or warranty its Work as described above for the period of one year from the date(s) of substantial completion.

Subcontractor further agrees to execute any special guarantees or warranties that shall be required for Subcontractor's Work prior to final payment. If Subcontractor's scope of Work includes the building envelope, or any part thereof, or penetrations of the building envelope, Subcontractor, in addition to all other warranties, warrants its' Work against defects in materials and workmanship for 2 years following substantial completion. As part of this warranty, Subcontractor shall inspect the building envelope and penetrations no less than annually during the 2 year warranty.

4.10 PRIVACY. Until final completion of the Project, Subcontractor agrees not to perform any Work directly for Owner or any tenants thereof, or communicate directly with Owner's representatives in connection with the Project, unless otherwise directed in writing by Contractor. All Work for this Project performed by Subcontractor shall be processed and handled exclusively by Contractor.

ARTICLE 5 – PERFORMANCE

5.1 AUTHORIZED REPRESENTATIVES.

5.1.1 Contractor shall designate one or more persons who shall be Contractor's authorized representative(s) (a) on-site and (b) off-site. Such authorized representative(s) shall be the only person(s) Subcontractor shall look to for instructions, orders and/or directions, except in an emergency.

5.1.2 Subcontractor shall designate one or more persons who shall be the authorized Subcontractor's representative(s) (a) on-site and (b) off-site. Such authorized representative(s) shall (a) be the only person(s) to whom Contractor shall issue instructions, orders or directions, except in an emergency, (b) be available by cell phone during working hours as well as non-working hours, (c) speak English and be able to converse and direct own personnel, and (d) not be replaced without Contractor's prior approval.

5.2 MATERIALS FURNISHED BY OTHERS. In the event the scope of Subcontractor's Work includes installation of materials or equipment furnished by others, Subcontractor shall, immediately upon receipt, make full inspection as to the physical condition and suitability of the material or equipment, and shall immediately notify Contractor in writing, of any defect or nonconformity in the material or equipment. If Subcontractor fails to provide such written notice within forty-eight (48) hours of discovery of each defect or nonconformity, Subcontractor shall be liable for all damages.

Subcontractor shall handle, store and install the items with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts of Subcontractor shall be deducted from any amounts due or to become due Subcontractor.

5.3 WORKMANSHIP. Every part of Subcontractor's Work shall be executed in strict accordance with the Contract Documents in the most sound, workmanlike, and substantial manner. All workmanship shall be as specified, and all materials used in Subcontractor's Work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the Work, and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

5.4 HOUSEKEEPING. Subcontractor shall (a) at all times keep the building and premises free from debris and unsafe conditions resulting from Subcontractor's Work; and (b) broom clean each work area at the end of each shift; (c) clean adjacent work and repair any damage caused by Subcontractor; and (d) remove all equipment, temporary facilities, and surplus material from the jobsite after completion of its Work.

If Subcontractor fails to immediately comply with such clean up duties within twenty-four (24) hours after receipt from Contractor of written notice of non-compliance, Contractor may implement such clean-up measures without further notice and deduct the cost thereof from any amounts due or to become due Subcontractor. In the event Contractor determines emergency conditions exist, Contractor may proceed as above without prior notice.

5.5 AS-BUILTS. Subcontractor shall continuously update a set of As-Built drawings as the Work progresses and provide As-Built drawings and operation and maintenance information when the Work is substantially complete. Current As-Built documents is a condition precedent to making payment to Subcontractor.

5.6 SUBSTITUTIONS. No substitutions shall be made in Subcontractor's Work unless permitted in the Contract Documents and only then upon Subcontractor first receiving all approvals required under the Contract Documents for substitutions. Subcontractor shall indemnify Contractor for any increased costs incurred by Contractor as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.

EXHIBIT 2A – TERMS & CONDITIONS FOR SUBCONTRACTS

5.7 PROTECTION OF THE WORK. Subcontractor shall take necessary precautions to properly protect Subcontractor's uninstalled Work and the work of others from damage caused by Subcontractor's operations. Should Subcontractor cause damage to the Work or property of Owner, Contractor or others, Subcontractor shall promptly remedy such damage to the compliance with the Contract Documents, or Contractor may so remedy and deduct the cost thereof from any amounts due or to become due Subcontractor.

5.8 USE OF CONTRACTOR'S EQUIPMENT. Subcontractor, its agents, employees, subcontractors or suppliers shall not use Contractor's equipment without the express written permission of Contractor's designated representative.

If Subcontractor or any of its agents, employees, suppliers or lower tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of Contractor, Subcontractor shall be liable to Contractor as provided in Article 6 for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be found to have been due solely to the negligence of Contractor's employees operating such equipment.

ARTICLE 6 – INDEMNIFICATION

6.1 SUBCONTRACTOR INDEMNIFICATION. In addition to all other covenants, agreements and promises of defense, indemnification and/or to hold harmless set forth herein, to the fullest extent permitted by law, Subcontractor further agrees to defend, indemnify, and hold harmless Contractor and Owner ("Indemnified Parties") from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with work performed or to be performed under this Subcontract by Subcontractor, its agents, employees and sub-tier subcontractors and suppliers of any tier, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject only to the limitations provided herein.

Subcontractor's duty to indemnify the Indemnified Parties, including the duty and cost to defend, shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused or resulting from the sole negligence of the Indemnified Parties or their agents or employees. Subcontractor's duty to indemnify the Indemnified Parties for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the Indemnified Parties or their agents or employees, and (b) Subcontractor or its agents or employees and sub-tier subcontractors and suppliers of any tier shall apply only to the extent of negligence of Subcontractor, its agents, employees and sub-tier subcontractors and suppliers of any tier.

Subcontractor specifically and expressly waives any immunity that may be granted it under any Industrial Insurance Act including the Washington State Industrial Insurance Act, Title 51, RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such a claim. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under worker's compensation act, disability benefit act, or other employee benefit act; provided Subcontractor's waiver of immunity by the provisions of this paragraph extends only to claims against Subcontractor by Contractor, and does not include, or extend to, any claims by Subcontractor's agents, employees and sub-tier subcontractors and suppliers of any tier directly against Subcontractor.

Should any suit, action or arbitration be commenced in connection with any dispute arising out of or relating to indemnification to obtain judicial construction of any provision of Article 6 of this Subcontract, or to enforce or collect any award obtained during arbitration or judgment or decree of any court, the prevailing party shall be entitled to recover from the losing party its costs and disbursements including all fees of attorneys and experts as well as any actual costs and expenses incurred by the prevailing party in such suit, action or arbitration. In addition, the Indemnified Parties shall be entitled to recover compensation for its in-house expenses (including materials and labor) consumed in its defense. The fees and costs set forth in this section are in addition to those provided in Article 10 of the Agreement.

SUBCONTRACTOR CERTIFIES THAT THIS INDEMNIFICATION PROVISION WAS MUTUALLY NEGOTIATED. SUBCONTRACTOR SPECIFICALLY AGREES AND ACKNOWLEDGES THAT THIS AGREEMENT OF INDEMNIFICATION AND SAVE HARMLESS TOGETHER WITH SUBCONTRACTOR'S WAIVER OF IMMUNITY UNDER RCW TITLE 51, WAS THE SUBJECT OF DISCUSSION AND NEGOTIATION BETWEEN SUBCONTRACTOR AND CONTRACTOR AND THAT SUBCONTRACTOR'S PROMISES AND WAIVERS HEREIN ARE PART OF THE CONSIDERATION FOR CONTRACTOR ENTERING INTO THIS SUBCONTRACT AND SUBCONTRACTOR'S OBLIGATIONS AND WAIVER HEREIN WERE CONSIDERED BY SUBCONTRACTOR WHEN ARRIVING AT A PRICE FOR WHICH SUBCONTRACTOR AGREED TO DO THE WORK CONTEMPLATED BY THE SUBCONTRACT.

EXHIBIT 2A – TERMS & CONDITIONS FOR SUBCONTRACTS

ARTICLE 7 – INSURANCE

Before commencing the Work, Subcontractor shall, at its expense, procure and maintain through the applicable statute of repose the insurance coverages in limits and form as prescribed by Exhibit 10 or as specifically modified on the Cover Page of this Agreement. Certificates for these coverages are a condition precedent to payment being made to Subcontractor.

- 7.1 CANCELLATION RENEWAL OR MODIFICATION.** Prior to commencement of the Work, and as a condition precedent to payment for the Work, Subcontractor shall provide Contractor with properly completed and executed certificate forms, in the form included as a part of Exhibit 10, evidencing the required insurance coverage. All such insurance policies and certificate forms shall contain an endorsement stipulating that no cancellation or reduction in scope of coverage shall be made without giving twenty (20) days advance written notice sent Registered Mail to Contractor. In the event Subcontractor fails to obtain or maintain any insurance coverage required under the Contract, Contractor may purchase such coverage and charge the expense thereof to Subcontractor. Contractor's approval, purchase, or maintenance of any insurance under the Contract shall not constitute a limit on Subcontractor's liability.
- 7.2 NO LIMITATIONS.** The provisions of this paragraph are not intended to, and shall not, relieve or excuse Subcontractor from any of its other obligations under the Contract, including its obligations to hold Contractor harmless in the manner and to the extent provided in the Contract's indemnification provisions.
- 7.3 INSURANCE COMPANIES.** All insurance companies shall be subject to approval of Contractor. At a minimum, each insurance company shall maintain an A.M. Best rating of A:-VII. Any downgrading of an insurance company's rating, below the acceptable minimum level, shall be the basis for replacement of that insurance carrier upon written notice to Subcontractor by Contractor. Such replacement shall be made within thirty (30) days of such notification, at no additional expense to Contractor.
- 7.4 SUBLET.** Subcontractor agrees that in the event any of the Work is further sublet, Subcontractor will arrange for insurance to be provided to the full extent as herein provided, including Contractor and Owner as additional insureds, and that such insurance be primary and non-contributory.
- 7.5 MISCELLANEOUS.** Subcontractor's failure to prevent damage, injury or loss may be deemed a material breach of the Subcontract Agreement and shall be a complete defense to any claims arising out of or related to such a breach and damages. Subcontractor agrees to indemnify and defend Contractor from any claims arising out of, or relating to, such a breach including, but not limited to, a claim asserted by a subrogee, insurer or assignee of Subcontractor. All insurance premiums paid by Subcontractor shall be deemed to have been paid on behalf of Contractor as additional insured, and all losses paid from Subcontractor's policies shall be deemed to have been paid on behalf of Contractor as additional insured. Any deductibles or self-insured retentions shall be the responsibility of Subcontractor or its designated design professional(s). No deductibles or self-insured retentions shall be greater than \$25,000 without the written approval of Contractor. Subcontractor and its designated professional(s) shall be responsible for any loss arising out of coverage denial by its insurance carrier.

ARTICLE 8 – BONDS

- 8.1 SUBCONTRACT BOND.** If a Performance and Payment Bond is required of Subcontractor under this Agreement, Subcontractor shall provide same. Said bonds shall be in the full amount of this Agreement in a form and by a surety satisfactory to Contractor.

In the event Subcontractor shall fail to promptly provide such requested bonds, Contractor may terminate this Agreement and re-let the work to another subcontractor and all Contractor costs and expenses incurred thereby shall be paid by Subcontractor.

ARTICLE 9 – RESOLUTION FOR CLAIMS AND DISPUTES

Any claim arising out of or relating to the interpretation, construction, or performance of the Contract Documents, or breach thereof, shall be resolved only in the manner set forth herein.

- 9.1 PASS THROUGH CLAIMS.** In the event of any dispute or claim between Contractor and Owner which directly or indirectly involves the Work performed or to be performed by Subcontractor, or in the event of any dispute or claim between Contractor and Subcontractor caused by or arising out of conduct for which Owner may be responsible, Subcontractor shall be bound to Contractor and Contractor agrees to be bound to Subcontractor to the same extent that Contractor is bound to Owner by the terms of the Prime Contract Documents and by any and all procedures and resulting decisions, findings, determinations, or awards made thereunder by the person so authorized in the Prime Contract, or by an administrative agency, board, court of competent jurisdiction or arbitration. If any dispute or claim of Subcontractor is prosecuted or defended by Contractor together with disputes or claims of Contractor's own, and Subcontractor is not directly a party, whether Subcontractor's claims or dispute is Owner-related and subject to these pass through provisions shall be at the sole discretion of Contractor. Subcontractor shall cooperate fully with Contractor and to furnish all documents, statements, witnesses, and other information required by Contractor for such purpose and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees incurred in connection therewith, to the extent of Subcontractor's interest in such claim or dispute.

EXHIBIT 2A – TERMS & CONDITIONS FOR SUBCONTRACTS

Subcontractor shall be bound by the procedure and preliminary and final determinations as specified in the Prime Contract and agrees that it will not take, or will suspend, any other action or actions with respect to any such claims and will pursue no independent litigation with respect thereto, pending final determination of any dispute resolution procedure between Owner and Contractor. It is expressly understood and agreed that as to any and all claims asserted by Subcontractor in connection with this project arising from the actions or fault of Owner, Contractor shall not be liable to Subcontractor for any greater amount than Owner is liable to Contractor, less any markups or costs incurred by Contractor and Subcontractor agrees that Contractor's receipt of payment from Owner is a condition precedent to Subcontractor's right to payment from Contractor. As to any claims asserted by Subcontractor for or on account of acts or omissions of Owner or its agents or design professionals, at the sole option of Contractor, Subcontractor shall prosecute such claims in Contractor's name. For any amount recovered or collected (whether through proceedings or settlement) by Subcontractor, Contractor shall be entitled to 10% of such amount received or collected as its mark-up for such claims. Subcontractor shall have full responsibility for preparation and presentation of such claims and shall bear expenses thereof including attorneys' fees. In the event Contractor has a claim with Owner or third-party which includes Subcontractor's Claim, and which is resolved on a global basis, Subcontractor's recovery for Subcontractor Claim will be computed on a pro-rata basis after Contractor's costs (including attorneys' fees, expert fees, consultant fees) arising from pursuing Contractor's claim with Owner or third-party, and Contractor's overhead and profit markup on Subcontractor Claim are subtracted from the offer or award.

9.2 CLAIMS BETWEEN CONTRACTOR AND SUBCONTRACTOR. Any Claim arising at any time during or after the construction of the Project shall be resolved, if possible, by good faith negotiations between duly authorized representatives of Subcontractor and Contractor. If such duly authorized representatives are unable to resolve any Claim within a reasonable time after written notice of such dispute together with all relevant supporting documentation is given by either party to the other, the Claim shall be submitted by either party to mediation as provided in Section 9.2.1 below.

9.2.1 MEDIATION. Any Claim arising out of or related to the Contract Documents, is subject to mediation as a condition precedent to arbitration or litigation. The parties shall endeavor (but not be required) to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association ("AAA"). The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

9.2.2 ARBITRATION / LITIGATION. Any claim not resolved by mediation shall be decided, at Contractor's sole election, by binding arbitration or litigation in a court of competent jurisdiction. If Contractor elects arbitration, the arbitrator shall be selected by mutual agreement of Contractor and Subcontractor. If Subcontractor and Contractor cannot agree on an arbitrator, then any arbitration will be conducted with the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the AAA currently in effect. Contractor's right to elect arbitration shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

9.2.3 NOTICE OF ARBITRATION DEMAND. If Contractor elects arbitration and Subcontractor and Contractor cannot agree on an arbitrator within thirty (30) days of notice of the claim, then notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The notice shall in no event be made after the date of final acceptance of Subcontractor's Work by Owner or when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations, whichever shall first occur.

9.3 WORK CONTINUATION AND PAYMENT. Unless Contractor directs otherwise, Subcontractor shall carry on Subcontractor's Work and maintain the Project Schedule pending any dispute, including arbitration and litigation.

9.4 NO LIMITATION OF RIGHTS OR REMEDIES. Nothing in this Article shall limit any rights or remedies not expressly waived by Subcontractor which Subcontractor may have under lien laws or payment bonds.

ARTICLE 10 – CONTRACTUAL DEFAULT / SUSPENSION / TERMINATION

10.1 CONTRACTUAL DEFAULT.

10.1.1 NOTICE TO CURE. If Subcontractor and/or its sub-tier contractors: (a) refuse or fail to supply enough properly skilled workers, proper materials, or maintain the Project Schedule (as such dates may be changed in accordance with the Agreement); (b) fail to make prompt payments for its workers, sub-subcontractors or suppliers; (c) is found to be non-compliant with any project-specific safety requirement or fail to implement measures to ensure worker or public safety; (d) disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or (e) otherwise fail to comply with any provision of this Agreement (hereinafter collectively "contractual default"); Contractor may issue written notice to Subcontractor requiring a written cure/recovery plan detailing how Subcontractor intends to correct the contractual default(s). If a Notice to Cure is issued under this section 10.1, and Subcontractor fails within **forty-eight (48) hours** after receipt thereof to submit a written Corrective Action Plan, and commence and continue satisfactory correction of the contractual defaults with diligence and

EXHIBIT 2A – TERMS & CONDITIONS FOR SUBCONTRACTS

promptness, then Contractor, without further notice or prejudice to any rights or remedies, shall have the right to any or all of the remedies outlined in Paragraph 10.1.2.

With respect to any Safety and Regulatory Violation (subsections (c) and (d), above), Subcontractor may, in Contractor's sole discretion, be subject to the terms of Contractor's Safety Disciplinary Policy (Exhibit C).

10.1.2 SUPPLEMENTATION / REPLACEMENT / WITHHOLDING / TERMINATION. If Subcontractor fails to take any action dictated by the Notice to Cure issued pursuant to 10.1.1, or if, in the reasonable discretion of Contractor, Subcontractor's actions or non-actions have jeopardized or otherwise impacted the safety or schedule of the Project, Contractor may (a) supply such number of workers and quantity of materials, equipment and other facilities as Contractor deems necessary for the completion of Subcontractor's Work, or any part thereof, which Subcontractor has failed to complete or perform and charge the cost thereof to Subcontractor, who shall be liable for the payment of same, including reasonable overhead profit and attorney fees; (b) contract with one or more additional contractors to perform such part of Subcontractor's Work as Contractor shall determine will provide the most expeditious completion of the total Work and charge the cost thereof to Subcontractor; (c) withhold payment of any monies due to Subcontractor pending corrective action to the extent required by and to the satisfaction of Contractor and Owner; or (d) terminate the Agreement.

10.1.3 USE OF SUBCONTRACTOR'S EQUIPMENT. If Contractor performs Work under this Article or sublets such work to be so performed, Contractor and/or the persons to whom work has been sublet shall have the right to take and use any materials, implements, equipment, appliance or tools furnished by, belonging or delivered to Subcontractor and located at the Project.

10.1.4 RIGHT OF OFFSET. All costs and expenses paid or incurred in the implementation and administration of the Corrective Action Plan shall be Subcontractor's sole responsibility. Contractor may deduct from any payments due or to become due to Subcontractor all of the costs incurred by Contractor in exercising the rights and remedies outlined herein, including reasonable overhead, profit and attorney's fees on this Project or any other project performed by Subcontractor. Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Price. In the event Contractor terminates the Agreement for the reasons identified in 10.1, Subcontractor shall not be entitled to receive further payment until the Work is finished.

10.1.5 SUBCONTRACTOR'S BANKRUPTCY. It is recognized that, if Subcontractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors because Subcontractor's insolvency, such circumstances could impair or frustrate Subcontractor's performance of this Agreement. Accordingly, the parties to the Agreement agree that upon the occurrence of any such event, Contractor shall be entitled to request of Subcontractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents and Subcontractor shall have **seven (7) business days** to provide such assurances. Subcontractor's failure to comply with such request shall entitle Contractor to terminate this Agreement immediately and to the accompanying rights thereunder. Contractor shall be entitled to recover its damages resulting from such termination including, but not limited to, all costs incurred by Contractor in excess of the Contract Sum and, if the Work is not completed by the scheduled date of Substantial Completion, damages for delay.

10.2 SUSPENSION / TERMINATION BY OWNER. Should Owner suspend or terminate the Prime Contract or any part of the Prime Contract which includes Subcontractor's Work, Contractor shall so notify Subcontractor in writing and upon receipt of said notice Subcontractor shall immediately suspend / stop Subcontractor's Work.

In the event of such Owner suspension or termination, Contractor's liability to Subcontractor is limited to the extent of Contractor's recovery on Subcontractor's behalf under the Contract Documents.

10.3 TERMINATION FOR CONVENIENCE. Contractor may order Subcontractor in writing to suspend, delay, or interrupt all or any part of Subcontractor's Work for such period of time as may be determined to be appropriate for the convenience of Contractor.

Subcontractor shall notify Contractor in writing within ten (10) working days after receipt of Contractor's order of the effect of such order upon Subcontractor's Work. Any adjustment for time and cost as a result of this termination will be in accordance with the conditions agreed to between Subcontractor and Contractor. Subcontractor shall only be entitled to profit on that portion of the Work actually performed and approved for payment to the date of termination and retainages held upon prior payments. Subcontractor waives any claim for loss of anticipated profits or other damages in the event Contractor exercises this clause.

No claim under this Article shall be allowed for any costs incurred more than ten (10) working days prior to Subcontractor's notice to Contractor.

Neither the Contract Price nor the Contract Time shall be adjusted under this Article for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed, or interrupted by the fault or negligence of Subcontractor.

EXHIBIT 2A – TERMS & CONDITIONS FOR SUBCONTRACTS

- 10.4 WRONGFUL EXERCISE.** Any actions by Contractor pursuant to paragraph 10.1 subsequently determined to be wrongful or without just cause shall be deemed to be taken pursuant to paragraph 10.3.
- 10.5 ASSIGNMENT.** Subcontractor hereby assigns, transfers, pledges and conveys to Contractor (effective as of the date of the Subcontract, but only in the event of default, termination, breach or failure by Subcontractor and subject to and to the extent of Contractor's acceptance of such assignment(s)), as collateral security, to secure the obligations under this Subcontract and any other indebtedness and liabilities of Subcontractor to Contractor, all of Subcontractor's rights under the Subcontract, including Subcontractor's right, title and interest in and to (1) all subcontract or supply contracts let by Subcontractor in connection therewith and such Subcontractor's or supplier's surety bonds; (2) all machinery, plant, equipment, tools and materials which shall be on the site or sites of the Work or elsewhere for purposes of the Subcontract, including all materials ordered for the Subcontract; (3) any and all sums due or to become due on the Subcontract; and (4) and actions, causes of action, claims or demands whatsoever which Subcontractor may have in any way arising out of or relating to this Subcontract.
- 10.6 DAMAGES.** If Subcontractor should default in performance of the Work or otherwise commit any act which causes delay to Contractor's work Subcontractor shall be liable for its pro rata share of losses, costs, expenses, liabilities and damages, including but not limited to actual damages (which shall include Contractor's extended general conditions and general requirements), consequential damages and liquidated damages sustained by Contractor, or for which Contractor may be liable to Owner or any other party because of Subcontractor's default or delay.

ARTICLE 11 – CONTRACT INTERPRETATION

- 11.1 LAW AND EFFECT.** This Agreement shall be governed by the law of the state of in which the project is located.
- 11.2 CONFLICTS.** In the event of a conflict between this Agreement, the Prime Contract, and the Contract Documents, the more stringent shall govern.
- 11.3 INCONSISTENCIES AND OMISSIONS.** Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of Subcontractor to so notify Contractor in writing within three (3) working days of Subcontractor's discovery thereof. Upon receipt of said notice Contractor shall instruct Subcontractor as to the measures to be taken and Subcontractor shall comply with Contractor's instructions.
- 11.4 SEVERABILITY AND WAIVER.** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- 11.5 ATTORNEY'S FEES.** Should either party employ an attorney to institute suit or demand arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, expert fees, costs, charges, and expenses expended or incurred therein.
- 11.6 TITLES.** The titles given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.
- 11.7 ELECTRONIC SIGNATURE.** This agreement, contract documents, change orders, or any component thereof maybe executed in counterparts, and may be signed and/or transmitted electronic means, and documents so signed or transmitted shall be deemed originals for all purposes.
- 11.8 ENTIRE AGREEMENT.** This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

Benson High School Modernization
EXHIBIT #5: SITE SPECIFIC WORK REGULATIONS

September 6, 2019

Article 1 – Contract Administration

General Notes

- 1.1. This document is meant to convey common Project information. References will be made to requirements related to on-site work. Suppliers providing material FOB jobsite will not have to comply with the requirements related to on-site work (e.g. drug testing, site cleaning, etc.).
- 1.2. In the event of a conflict between any of the Contract Documents, precedence will be determined by the requirements of the Contract Documents in the order listed below:
 - 1.2.1. Subcontract or Purchase Agreement
 - 1.2.1.1. Exhibit 1: Scope of Clarifications
 - 1.2.1.2. Exhibit 5: Site Specific Work Regulations
 - 1.2.1.3. Other exhibits or attachments to the Agreement
 - 1.2.2. Prime Contract between Contractor and the Owner
 - 1.2.3. Specifications
 - 1.2.4. Drawings
 - 1.2.5. National Codes and Industry Standards not referenced in the Contract Documents listed above.
- 1.3. Subcontractors and Suppliers have examined and investigated the nature, locality, and site of the Work and the conditions and difficulties under which it is to be performed and enter into this Agreement on the basis of its own examination and investigations and is not in reliance upon any opinions or representations from Contractor or the Owner.
- 1.4. All escalation costs are to be included for the duration of the Project, including, but not limited to labor, material, equipment and fuel escalation.
- 1.5. All tiers of subcontractors working on this Project will provide a copy of their State of Oregon Construction Contractors Board (CCB) to Contractor.
- 1.6. All taxes and fees imposed by law associated with the Work are included in the Contract amount and paid by Subcontractor.
- 1.7. Commencement of Work will be construed as the Subcontractor's acceptance of surfaces and conditions within a specific area. Subcontractor will do a walk-through with Andersen's Superintendent to review the condition of surfaces. It is the responsibility of this Subcontractor to notify Andersen's Superintendent of unacceptable areas at this time. A reasonable amount of time to address the situation must be given before work is to begin.
- 1.8. Without exception, no publicity releases (newspaper, radio, TV, advertisement, etc.) will be issued without prior approval from Andersen Construction's General Manager.

Bonds

- 1.9. No Payment and Performance bond is required. Please provide a quote as directed by the Bid/Budget form in the case that it may be determined to be required at a later date.

Insurance

- 1.10. A Builder's Risk insurance policy is being provided by the Owner for this project approximately Spring 2021 (NTP date for Main Project). Should the Subcontractor's actions cause a claim against said policy, Subcontractor shall be liable for the policy deductible amount up to a maximum of \$5,000. The Waiver of Subrogation for insurance does not apply to the policy deductible.
- 1.11. A Builder's Risk insurance policy is being provided by the Andersen for early work prior to NTP (approximately Spring 2021). Should the Subcontractor's actions cause a claim against said policy, Subcontractor shall be liable for the policy deductible amount up to a maximum of \$5,000. The Waiver of Subrogation for insurance does not apply to the policy deductible.

Liquidated/Actual Damages

- 1.12. If the Subcontractor or Supplier causes a delay that results in the failure to achieve Substantial Completion and/or Final Completion of the Project, Subcontractor or Supplier shall be liable for the payment of its pro rata share of liquidated/actual damages to the Owner at rates dictated through section 6.g. of Exhibit 05.1 - BHS PPS/Andersen Prime Agreement.

Permits

- 1.13. The Owner will provide the Building Permit and System Development Charges. Subcontractor is responsible for providing and paying for any other permits and fees necessary for the completion of its Work unless noted otherwise.
- 1.14. Subcontractor will provide copies of all permits and inspection reports to Contractor's Project Superintendent.

Submittals

- 1.15. Within two (2) weeks of Award of Contract, provide a submittal schedule and a list of products requiring the Architect's review or approval which includes the following information:
 - 1.15.1. Specification reference
 - 1.15.2. Intended submission date
 - 1.15.3. Required order release date
 - 1.15.4. Lead times for fabrication and delivery
 - 1.15.5. Anticipated delivery date
 - 1.15.6. Other submittals required for coordination
- 1.16. Unless otherwise indicated, submittals will be submitted electronically.
- 1.17. Subcontractor is responsible for processing all deferred submittals through the City, as required by its scope of Work and as outlined in the project specifications. Include delivery and pick up in direct coordination with the City and associated fees.
- 1.18. Subcontractor to provide as necessary their respective goods and services to complete mock-ups required by the specifications.
- 1.19. Subcontractor to provide all attic stock on a separate delivery at the end of the project. All material must be new and in unopened packaging and transmitted, inventoried, and approved by Andersen prior to acceptance.

Changes

- 1.20. Change proposals will be in a format acceptable to Andersen and will conform to the following

guidelines:

- 1.20.1. Changes will be assigned a Potential Change Items (PCI) number. Please reference this number on all documents associated with the change.
- 1.20.2. Identify the items of work involved, referencing the appropriate drawings, specifications, details, etc.
- 1.20.3. Show quantities of materials, labor, equipment, etc. affected.
- 1.20.4. Provide change proposals from lower tier subcontractors and suppliers.
- 1.20.5. Mark ups: All mark ups apply to both additive and deductive changes.
 - 1.20.5.1. Self performed work:
 - 1.20.5.1.1. Mark up for overhead is as follows:
 - 1.20.5.1.1.1. On Labor – 15%
 - 1.20.5.1.1.2. On Equipment – 10%
 - 1.20.5.1.1.3. On Materials – 10%
 - 1.20.5.1.1.3.1. Overhead is defined as follows:
 - 1.20.5.1.1.3.1.1. Supervision and Project Management expenses
 - 1.20.5.1.1.3.1.2. Administrative and office expenses, include home office and jobsite office
 - 1.20.5.1.1.3.1.3. Taxes and insurance
 - 1.20.5.1.2. Subcontracted work:
 - 1.20.5.2.1. Mark up on subcontracted work will be the same as section 1.20.5.1. Total mark up for multi-tie Subcontracts shall not exceed 20%.
 - 1.20.6. If applicable, premiums for payment and performance bonds.
 - 1.20.7. Requests for extension of time.
- 1.21. Andersen's superintendent may direct work to be performed on a Time and Material (T&M) basis by written notice. In order to be paid for this work, submit T&M tickets daily for Andersen's superintendent's review. Tickets without Andersen's verification and signature will not be reimbursed. Change documentation will follow the format outlined above along with the signed T&M tickets. Please note that signed tickets do not guarantee reimbursement, only verification of work completed.
- 1.22. If Subcontractor needs to work outside of the regular working hours, Subcontractor shall be responsible for costs associated with any stand-by personnel (i.e. elevator operator, hoist operator, electrician, etc.) who are required to be present during the performance of this work as well as additional temporary light, heat and protection required.
- 1.23. A Change Order Request log will be submitted monthly. This log will indicate all cost and schedule modifications submitted as well as showing rough orders of magnitudes (ROMs) for items without finalized costs. ROMs indicated on this log do not serve as notice of changes as defined in Articles 3.2 and 3.3 of Exhibit 2A.

Personnel

- 1.24. Subcontractor's representative is required to attend coordination meetings which includes but is not limited to the following:
 - 1.24.1. Pre-mobilization meeting

- 1.24.2. Weekly Jobsite Safety Walk
- 1.24.3. Daily huddles
- 1.24.4. Weekly Pull Planning sessions
- 1.24.5. Trade Partner Coordination meetings
- 1.24.6. Monday morning Safety Huddle
- 1.24.7. Craft lunch meeting (every two weeks)
- 1.24.8. Twice monthly Functional Team meeting
- 1.24.9. Weekly Make Ready Schedule meeting
- 1.24.10. PPS monthly schedule review with key Subcontractors
- 1.25. This is not a union-only project. Subcontractor agrees to comply with all requirements of a dual gate system for site access, separate entrances for union and non-union labor.
- 1.26. Andersen Construction and the Owner reserve the right to approve any tier sub-subcontractor intended to perform any portion of the work. In general, all terms of the Agreement apply to all tiers of Subcontractor's subcontractors unless otherwise noted.
- 1.27. The Contractor and the Subcontractor are equal opportunity employers. The Subcontractor will comply with all federal, state, and local laws and regulations concerning equal employment opportunity and non-discriminatory hiring policies. The Subcontractor will comply with all requirements of the Contract and Contract Documents concerning affirmative action in hiring policies and subcontracting and procurement.
- 1.28. Use of tobacco and vaping products is not permitted on site.
- 1.29. Eating and drinking is not permitted on site except in the designated lunch and break areas. Water is the only drink acceptable onsite.

Parking

- 1.30. Parking will not be available onsite and is the responsibility of Subcontractor.

Schedule and Work Plans

- 1.31. Within two (2) weeks of award of Contract, Subcontractor or Supplier will meet with Andersen to expand the detail of the Project Schedule to further define the items of Work that must precede and follow its Work as well as activities that can occur concurrently with other subcontractors.
- 1.32. The Project Schedule will be reviewed at the Weekly Subcontractor Coordination Meeting, and more frequently if necessary. Subcontractors and Suppliers are required to participate in the schedule coordination and be prepared to discuss the details of their schedules so Andersen can accurately update the Project Schedule.
- 1.33. Subcontractor has reviewed the Project Schedule for time of year of installation and made provisions, where necessary, to accommodate inclement weather.

Radios

- 1.34. Two-way radios are permitted onsite but must be a system approved by Andersen's Superintendent.
- 1.35. Musical radios or devices, including personal devices, are not permitted onsite.

Field Offices and Storage

- 1.36. Subcontractors are responsible for providing and maintaining their own field offices. Space will be limited onsite.
- 1.37. In general, limited space is available for temporary storage of materials and equipment onsite. If approved by the Project Superintendent, temporary storage will be per the following:
 - 1.37.1. Andersen's Project Superintendent will approve the storage locations.
 - 1.37.2. Subcontractor will secure and protect its stored items. Andersen will not be liable for damaged or missing items.
 - 1.37.3. Subcontractor will relocate stored items as necessary to accommodate the Project Schedule.
 - 1.37.4. Upon completion, excess stored materials will be removed from the site by Subcontractor.

Material Deliveries

- 1.38. Due to the limited space available onsite, deliveries will need to be made just in time for installation. Schedule the deliveries with Andersen's Project Superintendent and utilize designated shared scheduling app (TBD) .
- 1.39. Subcontractor must be present for all deliveries onsite. Andersen will not accept Subcontractor's or Supplier's deliveries.
- 1.40. Deliveries which require use of the crane or forklift will be scheduled with Andersen prior to the delivery date.

Layout and Measurements

- 1.41. The Contractor shall establish principal axis lines of the building and site whereupon the Subcontractor shall lay out and be strictly responsible for the accuracy of the Subcontractor's Work and for any loss or damage to the Contractor or others by reason of the Subcontractor's failure to set out or perform its Work correctly. The Subcontractor shall exercise prudence so that actual final conditions and details shall result in specified alignment of finish surfaces.
- 1.42. Line and grade controls will be supplied by Andersen as outlined below:
 - 1.42.1. Five (5) elevation bench marks
 - 1.42.2. One (1) longitudinal grid off-set and intersecting grid off-sets spaced no more than 200' apart on each floor.
- 1.43. Subcontractors and Suppliers will field measure the existing conditions if necessary for the proper fabrication of its materials.

Flagging and Traffic Control

- 1.44. Subcontractor will provide its own flagger and traffic control, including street use/closure permits (Temporary Street Use Permits) for its scope of Work that complies with Andersen's Safety and Health Program as well as the applicable authorities having jurisdiction.
- 1.45. Subcontractor will provide copies of all Flagger Certifications prior to starting Work.
- 1.46. Subcontractor is responsible for street cleaning and repair if necessary due to Subcontractor's operations.
- 1.47. Subcontractor will comply with all applicable traffic control regulations.

Temporary Facilities

- 1.48. Temporary toilets and hand-washing facilities will be provided by Andersen.
- 1.49. Temporary water, for construction purposes, will be provided by the Mechanical Subcontractor.
- 1.50. Subcontractor is responsible to provide potable drinking water for its personnel.
- 1.51. Temporary smoke detection systems will be provided by the Fire Alarm Subcontractor.
- 1.52. Temporary fencing will be provided at the perimeter of the site – see the Site Logistics Plan for locations.
 - 1.52.1. Removal of portions of the fence must be approved by Andersen’s Superintendent prior to removal.
 - 1.52.2. Subcontractor will be responsible for removal and replacement of fencing. At no time will an open portion of the fence be left unattended.
- 1.53. Temporary guardrails and barricades will be provided by Andersen. Temporary removal must be approved by Andersen’s Superintendent prior to removal. Open areas will be attended at all times. Guardrails and barricades must be replaced at the end of each shift.
- 1.54. Temporary stairs and ladders will be provided for general access to the work areas for multiple trades. Subcontractors are responsible for provided their own ladders to complete their work.
- 1.55. Temporary power and lighting will be provided by the Electrical Subcontractor per the applicable standards and regulations. All other task lighting and power requirements are to be provided by Subcontractor.
- 1.56. Temporary heat will be provided by Andersen during the interior finishes phase of the Project and to maintain temperature and humidity in the historic structures. The type of system and equipment locations will be determined at a later date and coordinated with the subcontractors requiring it.
- 1.57. Fire extinguishers will be provided by Andersen in accordance with the applicable standards and regulations. Subcontractor’s employees who are performing work that creates sparks or fire hazards will be equipped with additional fire extinguishers.
- 1.58. Dumpsters will be provided by Andersen – see the Site Logistics Plan for location.
- 1.59. Temporary pedestrian sidewalk protection or enclosures will be provided by Andersen.
- 1.60. Scaffolding will not be provided by Andersen. Subcontractors are responsible for providing them and coordinating their use with Andersen.
- 1.61. Temporary roofing will be installed so the interior work can continue. However, once the permanent roofing is installed, subcontractors requiring roof access for its work must provide protection in the areas of work sufficient to prevent roof damage. Subcontractors are responsible for removing the protection when roof work is complete. Coordinate work with Andersen prior to starting work on or near permanent roofing membranes.

Cranes and Hoists

- ~~1.62. Andersen will not be providing a crane for this Project.~~
- ~~1.63. Andersen will be providing two Class VII – Rough Terrain forklifts with operators.~~
 - ~~1.63.1. The forklifts will be a (make and model) – TBD~~
 - ~~1.63.2. The maximum capacity is – TBD (dependent on make and model selected)~~
- 1.64. ~~If materials or equipment cannot be accommodated by the hoisting facilities provided above,~~ Subcontractor will provide its own means of hoisting and will coordinate it with Andersen’s

Superintendent.

Protection of Existing Facilities

- 1.65. There are extensive underground utilities in the sidewalks surrounding the Project area. In general, driving equipment on the sidewalks is not permitted. However, if it is required, adequate protection must be provided under the equipment to prevent damage to these utilities.
- 1.66. In addition to required locate and utility protection laws, Andersen Construction's Underground Utility Incident Prevention Program will be followed for any and all trenching and excavation activities, in addition to any other work activities which has potential to impact underground utilities.
- 1.67. The Subcontractor shall provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations.
- 1.68. Subcontractor shall provide and maintain protection during site Work for all existing lawns, trees, curbs, gutters, drives, walks, and buildings not noted for removal or repair/replace.
- 1.69. Subcontractor shall be responsible for the necessary cleaning and repairing of adjacent streets resulting from their operations.
- 1.70. Shoring of existing utilities (trench boxes/hydraulic jacks, etc.) must have engineering and be submitted 6 weeks prior to use for Andersen review.

Hot Work

- 1.71. Hot work permits are required for any work that creates sparks or fire hazards and must be obtained from Andersen prior to commencing the work.
- 1.72. Subcontractors who are performing work that creates sparks or fire hazards must provide additional fire extinguishers, fire resistive blankets, and fire watch in the areas around and below the area where work is being performed. Fire watch will remain in place at least 60 minutes after completion of the task.

Embeds, Backing, and Penetrations

- 1.73. Subcontractors are responsible for furnishing and installing all items that are embedded in concrete. Concrete pours will not be delayed because embeds were not installed in time.
- 1.74. Subcontractors requiring items embedded in concrete must provide their own pour watch to ensure their items do not move during the pour.
- 1.75. Subcontractors are responsible for any rework required to install the missed embeds after the concrete is poured. This includes engineering and labor that may be associated with the alternate methods of installation. Alternate methods of embed installation must be reviewed and approved by the Structural Engineer.
- 1.76. Backing and blocking will be provided by the drywall subcontractor.
 - 1.76.1. Subcontractors requiring backing or blocking for installation of their materials will provide drawings indicating locations (with dimensions) and type of backing/blocking. These plans will be submitted to the drywall subcontractor one (1) week prior to closure of the walls.
 - 1.76.2. Subcontractors requiring the backing or blocking are responsible to review the installed backing to ensure it is installed properly.
- 1.77. Unless otherwise noted, for all penetrations through fire-rated assemblies, subcontractors whose work passes through the rated assembly is responsible for cutting the penetration and furnishing

- and installing fire-rated sealants to maintain the assembly's rating.
- 1.78. Unless otherwise noted, for all penetrations through acoustic assemblies, subcontractors whose work passes through the acoustic assembly is responsible for cutting the penetration and furnishing and installing acoustic sealants to maintain the assembly's rating.
 - 1.79. For all penetrations in general, unless shown on the drawings, Subcontractor is responsible for cutting and patching around the penetrations made and providing any covers or escutcheons that may be required.

Out of Sequence Work

N/A.

Daily Reports

- 1.80. Subcontractors are required to submit a Daily Report per shift by 12:00pm of the next working day. Include the following information:
 - 1.80.1. Work Force: Provide an accurate count of all labor for all tiers of subcontractors on site under this Agreement.
 - 1.80.2. Work Performed: Provide a description of the Work performed including locations within the building / site (i.e. floor, elevation, gridlines, etc.), major equipment used, and quantities installed or placed.
 - 1.80.3. Safety: Review and meetings.
 - 1.80.4. Accidents: List all accidents and near-misses.
 - 1.80.5. Stoppages, Delays, Shortages, and Losses: Delays noted must provide details of the cause.
 - 1.80.6. Time & Material (T&M) Work: Note any T&M work performed.
 - 1.80.7. Inspections: Note all inspections that were scheduled and their results.
 - 1.80.8. Equipment or System Tests and Start Ups
 - 1.80.9. Services connected or disconnected

Nothing provided in the daily reports will be considered a claim or notice of a claim. Claims must follow the requirements defined in the Exhibit 2A, Exhibit 2B, Exhibit 2C, or Purchase Agreement.

Provision for Inspections

- 1.81. The Subcontractor shall notify the Contractor when portions of the Subcontractor's Work are ready for inspection and schedule and walk any inspector pertaining to their work. The Subcontractor shall at all times furnish the Contractor and its representatives adequate facilities for inspecting materials at the site or any place where materials under this Agreement may be in the course of preparation, process, manufacture or treatment.

Cleaning

- 1.82. Dust and airborne debris caused by the Work must be controlled by Subcontractor, so it does not contaminate the jobsite and the surrounding streets and properties.
- 1.83. Subcontractor to dispose of all debris generated by their work to dumpsters provided by Andersen and will leave a zone or area "broom" clean for the next trade prior to vacating.
- 1.84. Final cleaning will be performed by others.

Quality Management

- 1.85. Each Subcontractor shall participate in the Quality Management Program as directed by Andersen Construction and shall be responsible for maintaining an acceptable level of quality for this Work.
- 1.86. After award of the Subcontract and prior to start of his Work, Andersen Construction will schedule a meeting with the Subcontractors to introduce the Quality Management Program and to determine its implementation process.
- 1.87. The Subcontractor shall monitor the quality of the work as it progresses and will report quality observations, in writing, to Andersen Construction via Daily Report. The acceptable level of quality will be determined by the Owner, the Architect, Andersen Construction, the Independent Testing Laboratory, the Contract Documents, and by sample construction. All work not meeting the acceptable level of quality will be corrected at the Subcontractor's expense.
- 1.88. Subcontract includes Subcontractor's participation in monthly quality walkthroughs with one of Subcontractor's company principals. Monthly payment is pending an acceptable level of quality.
- 1.89. Upon completion of Work, Subcontractor is responsible to create a written punch list prior to Andersen's punch list showing completion of items.
- 1.90. Andersen will be utilizing an electronic quality control and punch list program to assign action items to applicable parties. Subcontractors will be required to use this program to complete and verify these items. The program is available on the internet and in an application form for use with the Apple iPhone and iPad (currently in beta testing for the Android platform and may be available later). Tablets or iPhones are recommended for subcontractor supervision to access software in the field but not required. The same information and capabilities are available online.

Article 3 – Safety

Reference Exhibit A to the Subcontract for Andersen Construction's Safety Handbook. The items listed below are intended to highlight some of the main requirements, and not to be a complete representation of our safety policy.

- 2.1. In general, Subcontractor's safety program must meet or exceed the requirements of Andersen Construction's safety program as well as the requirements of Federal, State, and Local jurisdictions. In all cases, Subcontractor is required to comply with the most stringent requirements.
- 2.2. All personnel who will enter the Project site are required to take the Andersen Online Safety Orientation and pass the test prior to entering the site. They are to present themselves to the Andersen jobsite office for verification and a site-specific orientation. At that time, they will be issued the appropriate identification that will allow them to enter the work area.

English: <https://launch.comevo.com/andersen-const/928>
Spanish: <https://launch.comevo.com/andersen-const/1214>
- 2.3. To the extent required or appropriate, the Subcontractor shall provide, erect, and maintain such warning signs, signals, slights, barricades, fences, shoring, cribbing ventilation systems, personal protective or other safety equipment and other devices on or about the Work or the Project as may be necessary for the protection of the Work or the safety of workers or the public. The Subcontractor shall, if necessary or appropriate to the Work, provide all labor, equipment, materials, and supplies necessary for the control of traffic for the performance of the Work, without cost to the Contractor.
- 2.4. Each subcontractor shall designate a competent person as defined by OSHA to implement the

- safety requirements. A competent person from each subcontractor must be on site whenever they have employees working on site, and the name of that person shall be submitted to Andersen. Each subcontractor is required to maintain this position and the competent person(s) shall remain on site until the completion of their work. The subcontractor shall not relinquish or defer responsibility for project safety to its own or subcontractor employees at any time under any circumstances. Where the nature or size of the contract warrants, Andersen may require the subcontractor to employ a full-time, on-site qualified Safety Representative. At a minimum, each subcontractor shall be expected to ensure that at least one of their competent persons has completed an OSHA 30 class within the last 3 years.
- 2.5. GENERAL SAFETY RULES: the following rules are specific to the site based on known site conditions and are in addition to the site specific safety plan and Andersen-Colas Safety Handbook.
 - 2.6. Subcontractor shall follow Andersen-Colas Construction's drug policy as outlined in the Safety Handbook and submit current drug test results for all employees prior to commencement of work.
 - 2.7. In the event that there is evidence of onsite drug or alcohol use, distribution or possession found on the Andersen – Colas worksite, Andersen-Colas reserves the right to conduct a jobsite wide drug and alcohol testing of all personnel on said worksite.
 - 2.8. Minimum PPE to be worn at all times include safety glasses, hard hat, gloves and work boots. Additional PPE such as Highly Visible vests or clothing shall be worn whenever there is the presence of heavy equipment, articulating equipment, cranes or motor vehicles. Hearing protection will be required most times. Highly visible clothing will be bright orange or yellow-green. Other colors are not considered highly visible. Highly visible clothing required due to equipment and heavy equipment must be a minimum class 2.. For more information on standard PPE, see Andersen-Colas Safety Program (handbook).
 - 2.9. Clothing shall be appropriate to the environment but at a minimum will include long pants and shirts with sleeves. Long sleeved shirts may be required by the task. Clothing shall not include graphic images or words that may be considered offensive or may create a hostile environment.
 - 2.10. All personnel shall be protected from falls greater than six (6) feet more in elevation or in accordance with applicable regulations, whichever is more protective. All personal fall protection equipment must meet the current ANSI Z359 standards. Fall protection training certification must be provided in accordance with Oregon OSHA regulations.
 - 2.11. Safety monitoring systems or controlled decking zones shall NOT be implemented as fall protection without express written permission from Andersen-Colas Construction, which shall be determined jointly by Andersen-Colas Construction's Chief of Operations, Safety Director, Site EHS Manager, and the Site Superintendent.
 - 2.12. Temporary Guardrails and Barricades: Temporary guardrails shall comply with the applicable OSHA regulations. Any subcontractor who damages a temporary guardrail and cannot repair properly must notify an Andersen Supervisor immediately and properly barricade the area to protect others until the temporary guardrail has been properly repaired. Temporary barricades may be required when utilizing heavy equipment, performing demolition activities, or when others must be protected by distance from subcontractors work.
 - 2.13. Structural Steel subcontractor shall be responsible for providing the minimum standard guardrail systems, including toe boards when required at all building floor and roof perimeters and openings immediately following metal decking installation. Maintain guardrails and openings while on site, Maintenance of system will be transferred to General Contractor upon deck turn over.
 - 2.14. Concrete subcontractor shall be responsible for providing the minimum standard guardrail systems, including toe boards when required at all building floor and roof perimeters and openings immediately after the placement of an elevated floor slab or a portion thereof for exposures in own work area.
 - 2.15. For Existing Windows/Openings the subcontractor who removes the window will be required to

- install temporary barricades at Punched Windows (new and existing/removed) and maintain during construction. For newly constructed windows/walls/openings: The Drywall subcontractor shall install and maintain guardrail systems at windows with a sill edge less than 39" above the walking / working surface and more than 6' above the lower level. When and where stilts / elevated work surfaces are utilized, additional guardrails shall be installed by trade utilizing stilt/platform at fall exposures equal to the height of the stilt/platform. Spacing between rails cannot exceed 19". Drywall subcontractors shall also maintain handrails in stairways undergoing drywall activities, guardrails at any shaft or other wall or floor opening undergoing drywall installation.
- 2.16. Excavation / demolition bidder shall be responsible for providing the minimum standard guardrail systems, including toe boards when required at all building floor perimeters and openings created as demolition proceeds as necessary to protect workers. Excavation / demolition contractor shall be responsible for additional edge protection in the event that equipment shall be used on elevated decks.
 - 2.17. Excavation / demolition bidder shall be responsible for providing standard guardrail systems at the basement for the 1950's gym following demolition of the building until such time as no longer necessary. Additional protection for the safe approach zones of equipment may be necessary to properly demarcate safe approach zones.
 - 2.18. General (All Trades): Refer to logistic plan and schedule to evaluate timing of heavy equipment/cranes/scaffolding locations and loading zones. Indicate on proposal assumptions and/or requirements needed to support same provided by Subcontractor Scope of work.
 - 2.19. Roof Access & Fall Prevention: All trades should assume warning lines, and fall protection will not be provided by others & are included in scope of work, unless identified below: There are currently no anchor points on the existing roof that have been designed for personal fall protection.
 - 2.20. At west façade/new gym where slab on deck is added to project, Structural Steel subcontractor will provide and maintain guardrail system while onsite. (general contractor will maintain after steel contractor has left)
 - 2.21. Existing Openings/Penetrations at Roof: Roofing demolition contractor will be responsible for installing and maintaining guardrail system and/or covers to existing openings and potential fall hazards.
 - 2.22. New Openings/Penetrations at Roof: Demolition contractor will be responsible for installing and maintaining guardrail system and/or covers to new openings and potential fall hazards.
 - 2.23. Each Subcontractor shall be responsible for the cost of repairing or replacing guardrails, toe boards, safety barricades, devices, floor hole covers, equipment or other protective coverts, etc. which are damaged or removed during the performance of his work. Additionally, each Subcontractor is responsible for the removal and replacement of guardrails, toe boards, safety barricades, devices, covers, etc. on a daily basis as required to access his work.
 - 2.24. Subcontractors creating a fall hazard through their work activities such as demolition must incorporate into their PTP how the workers will be protected during the work activities that create the hazard, and are responsible for installing / erecting guardrails, floor hole covers or other positive means of protection.
 - 2.25. Any subcontractor removing a guardrail must:
 - 2.26. Ensure that any worker exposed to a fall greater than 6 feet is protected from falling.
 - 2.27. Ensure that the area is adequately protected and demarcated such that others cannot be exposed to a fall hazard.
 - 2.28. Replace the guardrail(s) before the end of the shift or in the work in process, whichever comes first
 - 2.29. Ensure that workers replacing guardrails are properly trained in the OSHA placement and

- strength requirements. Violation of this rule is considered a non-negotiable behavior.
- 2.30. Temporary Shoring:
 - 2.31. Refer to Structural Drawings for requirements for engineered temporary shoring required for the following types of activities:
 - 2.32. Demolition activities
 - 2.33. Slab support for modifications or penetrations to existing slabs/walls/structures
 - 2.34. Wall/Slab Shoring for New Work
 - 2.35. Stabilization to support loads incurred during demolition/construction activities (loading of floor slabs allowable weights).
 - 2.36. If work is NOT defined by the structural drawings, it is the responsibility of the subcontractor to define assumptions in the bid proposal for further clarification by the structural engineer/Andersen-Colas.
 - 2.37. All workers who must utilize personal fall protection, install, erect or dismantle any fall protection device shall be trained in accordance with OAR 437-003-0503.
 - 2.38. Subcontractor personnel may not use Andersen – Colas, Andersen Construction, Colas Construction or ASI Structures personal fall protection equipment.
 - 2.39. Subcontractor personnel may not use Andersen – Colas, Andersen Construction, Colas Construction, SDS or ASI Structures Ladders except those provided for access for multiple trades to upper and lower floors.
 - 2.40. Any and all elevated work, work done outside of or above the perimeter safety handrail and/or vertical debris netting shall require:
 - 2.41. Tethering of tools and materials; and
 - 2.42. Controlled access zone at the lower level
 - 2.43. All exterior accesses to building roof's shall be secured at the end of each night to prevent trespassers.
 - 2.44. All subcontractors performing work on the roof of any structure higher than 6' above the lower level will be responsible for ensuring adequate fall protection for their workers. Andersen-Colas may opt to install warning lines on a roof structure if there are multiple trades working on said roof. Skylights on roofs must be assumed as not to provide adequate protection for a falling worker and therefore must be protected by a guardrail system or hole cover.
 - 2.45. All spark producing work activities within the structures to remain shall require a hot work permit and a fire watch. The fire prevention for these activities shall be in accordance with NFPA 51B and, if applicable, NFPA 101.
 - 2.46. Subcontractor shall provide fire watch for all required spark/flame producing, open flame and welding operations for a minimum of 30 minutes following the end of the work.
 - 2.47. Persons conducting fire watch activities shall not perform other tasks and must be within visual and hearing proximity to the spark producing activities.
 - 2.48. Andersen-Colas Construction shall furnish fire extinguishers, except for cutting and welding, in accordance with OSHA requirements for temporary fire protection during construction. Each Subcontractor's employees who are welding or cutting or performing other spark producing work shall be equipped with a fire extinguisher and be properly trained.
 - 2.49. Subcontractor shall control all exhaust or fumes and dust associated with work. Subcontractors performing welding work shall protect others from the light source via the use of shields if distance is not sufficient.
 - 2.50. All excavations or trenching outside of the perimeter fencing shall be covered prior to end of shift. Any steel plates in the public right of way shall be placed such that the edges are rounded such

- that it prevents trip hazard. Any steel plates in the public right of way shall include any DOT and/or PBOT required or recommended warning signs.
- 2.51. All heavy equipment such as forklifts, backhoes, trackhoes, aerial lifts, etc. must be secured at the end of each shift. Equipment may require the use of steering wheel locks or other positive locking means to prevent trespassers tampering with, starting or moving the equipment.
 - 2.52. All heavy equipment assigned to the project must be equipped with the white sound back up alarms.
 - 2.53. All forklifts with an obstructed rear view require a back up camera.
 - 2.54. No stock piles of soils or demolished debris over 10' high shall be allowed to remain on site over a weekend. Debris piles should be scheduled to be removed from site on a daily basis.
 - 2.55. Excavation and trenching stockpiles must be a minimum of 2' away from the edge of any excavation and shall not exceed 4' in height.
 - 2.56. This project does not require Tier 4 diesel engines, however given the location it is strongly encouraged. Diesel powered equipment operating on the project must be well maintained. Complaints from the neighborhood may result in the removal of any equipment not operating properly or emitting unacceptable levels of exhaust. Indicate at time of bid if any of the equipment proposed for use does NOT meet Tier 4 requirements.
 - 2.57. Reserved* Internal gas combustion engines, propane powered equipment or other equipment that emits carbon monoxide will not be allowed inside buildings undergoing demolition or renovation. Demolition gas/diesel equipment (and all equipment) run inside building must have scrubbers for exhaust. Fresh Air intakes for the building or crawlspace shall not allow equipment to operate or idle nearby.
 - 2.58. Earth moving/demolition equipment with rotating counterweights or superstructures used near or inside the structures must be zero clearance.
 - 2.59. High visibility vests or equivalent must be worn on the construction site during use of heavy equipment, when workers are exposed to highway type vehicles or other equipment that may pose a hazard to workers working / walking around the equipment or when required by the site rules. High visibility clothing may also be necessary when working under the hook of a crane. When workers may be exposed to highway type traffic, high visibility vest, jacket or shirt must be class 2. Highly visible clothing shall be Bright Orange, Bright Yellow (lime green / yellow) per the applicable ANSI standards and/or MUTCD. High visibility vests / clothing may need to be flame resistant if subcontractors work and work location requires both high visibility and produces flame or sparks.
 - 2.60. All traffic control activities for the external site traffic control plan must be conducted in accordance with any site specific traffic control plan and must be conducted by certified traffic control persons (flaggers). Traffic control is the responsibility of each trade/subcontractor and will not be provided by Andersen-Colas. All trucks are to be loaded and unloaded within the boundaries of the project site fence. Under no circumstances are trucks to be off-loaded outside the construction site without approval by Andersen-Colas. Any trucks being offloaded or backed up outside the construction fence or in a public right of way will require a full time spotter.
 - 2.61. The crossing of open sidewalks or bicycle paths via dump trucks, forklifts or other material moving / earth moving equipment will require a certified flagger under the following conditions:
 - 2.61.1. Obscured view of operator
 - 2.61.2. Backing
 - 2.62. Incoming/Outgoing Truck Traffic, Unloading of trucks* immediately adjacent to open lanes of traffic, open sidewalks or open bike paths
 - 2.62.1. Please note: The Use of dump trucks with pup trailers and/or transfer will not be allowed on this project

- 2.63. All excavation and demolition subcontractors hiring dump truck to move materials on and off site must verify that the truck has passed its daily DOT inspection, is clean, well-marked, and has a flashing beacon and reflective tape on the tongue.
- 2.64. Truck drivers shall remain inside their truck during loading and unloading provided their truck cab and method of loading does not create a safety concern for the truck driver. If truck drivers must leave the cab of their truck during loading and unloading (for example during loading or unloading via crane) then the hiring subcontractor shall assure the truck driver is located in a place of safety during loading and unloading and has all of the site required PPE.
- 2.65. When working with jackhammers, pry bars, chipping guns, rotohammers, or other hand tools or whenever concrete cutting and coring will be conducted, it must first be determined if there is a potential power source in the area of impact. Any identified power source must be located and adequately marked. Whenever the potential exists for electric power lines (underground, in concrete slabs or walls) to be impacted by tools the power source must be locked out and tagged out by an authorized person prior to work commencing when possible.
- 2.66. Any drilling / excavation activities within the reasonable tolerance zone of located utilities:
- 2.67. Requires a pre-drilling / excavation near utilities meeting that includes the safety department.
- 2.68. Requires daily permit for the above. See Andersen-Colas's Utility Safety Impact Prevention Program (USIPP).
- 2.69. Requires di-electric PPE for the above per the association of equipment manufacturers, OSHA and equipment operators manuals.
- 2.70. Requires potholing every 100' or at a utility / locate direction change.
- 2.71. Requires potholing 24" beyond the BOTTOM of the located utility.
- 2.72. Section Placeholder (draft)- Decommissioning /Removals of Below ground Tanks-To be added for future Bid Packages
- 2.73. Section Placeholder (draft)- Perm. Shoring/Tie Back work-To be added for future Bid Packages
- 2.74. Section Placeholder (draft)- Shoring/Tie Back work-To be added for future Bid Packages
- 2.75. Section Placeholder (draft)- Perm Decommissioning of UIC (drywells-To be added for future Bid Packages
- 2.76. Section Placeholder (draft)- Scaffolding requirements at bldg. exterior and/or covering required for same-To be added for future Bid Packages
- 2.77. Subcontractor shall maintain a current list and copy of the Safety Data Sheets for all applicable products. Prior to bringing any chemical products onsite, an approval request form must be submitted for review to Andersen-Colas. All chemicals brought on site are to be inventoried with Andersen-Colas, complete with SDS and storage requirements or plans. The contractor's name and address shall be added to each and every storage cabinet, bucket or container of each product. Each subcontractor is responsible for the removal of remaining chemical products no later than when the subcontractor demobilizes. Each subcontractor will be responsible for 150% of the disposal cost of remaining chemical products. Andersen-Colas reserves the right to refuse to allow highly toxic or flammable chemical products to be used on site.
- 2.78. Subcontractor shall submit documentation of any required safety training. For example, fall protection, forklift operation, aerial lift and mobile elevation work platform (MEWP / scissorlift) operation, excavation competent person, respiratory protection, scaffolding user and erector, etc. as applicable to the specific subcontractor.
- 2.79. All buildings contain some level of hazardous materials. See Division 2 and drawings (insert info) for the complete survey. It is anticipated that all workers who will work inside or on the buildings, inside any tunnels, perform any demolition, abatement activities, any brick cleaning or tuckpointing activities, window removal/restoration will require a minimum of a two hour asbestos awareness class and a two hour lead awareness class. Said classes must have been completed

- within one year of the start date of said activities.
- 2.80. The 1923 gym red poured flooring rubber membrane contains low levels of mercury. The demolition contractor removing or impacting this floor must conduct personnel exposures via the use of a Jerome meter during the removal of the poured flooring rubber membrane. If any levels of mercury are above a NIOISH REL or Oregon OSHA ceiling level of 0.1 mg/m³, work must stop and workers must be protected via respiratory protection and skin protection specific for mercury exposures. An Industrial Hygienist shall conduct this monitoring.
 - 2.81. All non asbestos abatement workers must complete the appropriate level of asbestos awareness training for the work to be performed (see 1926.1101).
 - 2.82. All workers that will be working inside existing buildings, involving demolition, or interfacing with Lead Paint on existing surfaces shall completed an appropriate level of lead awareness training for the work to be performed in accordance with 1926.62.
 - 2.83. All subcontractors whose work activities will impact lead painted substances shall submit a site specific lead compliance work plan in accordance with 1926.62 prior to the commencement of work.
 - 2.84. All subcontractors whose work activities will impact lead painted substances shall perform personnel monitoring in accordance with 1926.62 and submit copies of results to Andersen-Colas. All personnel monitoring shall be conducted by a CIH, IH or properly trained IH technician with CIH oversight and verification of testing.
 - 2.85. If lead based paint must be removed from any surface to allow work to continue, the lead plan must be submitted to Andersen Construction prior. Paint strippers containing methylene chloride will not be allowed unless it is the only method feasible to remove said lead based paint. Should any paint stripper containing methylene chloride be selected, subcontractor will be expected to submit their methylene chloride safety plan which should include worker training, medical surveillance, workspace air monitoring by an Industrial Hygienist, worker respiratory protection and workspace control.
 - 2.86. All subcontractors whose work activities may impact silica containing substances must properly train and protect all affected workers, and include silica compliance work plan with site specific safety plan in accordance with 29 CFR 1926.1153.
 - 2.87. All subcontractors whose work activities will impact silica containing substances shall perform personnel monitoring in accordance with 1926.1153 and submit copies of results to Andersen-Colas. All personnel monitoring shall be conducted by a CIH, IH or properly trained IH technician with CIH oversight and verification of testing.
 - 2.88. All subcontractors whose work activities impact LEAD and SILICA containing substances with potential to migrate off site will conduct fence line monitoring to verify the public is not being exposed to lead and silica or high levels of nuisance dust. (For the purposes of this requirement, high levels will be considered the NIOSH REL or OSHA PEL, whichever is lower.
 - 2.89. This project contains various identified and potentially unidentified confined spaces. Until proven otherwise, all confined spaces shall be considered permit required confined spaces. Any subcontractor whose work activities requires worker entry into a confined space shall have and submit a written confined space work program in compliance with OAR 437-002-0146. Entry into any confined space shall not be commenced until the following submittals have been reviewed by Andersen-Colas;
 - 2.90. Confined Space Evaluation and Testing Results
 - 2.91. Entry into a permit required confined space requires the following (see OAR 437-002-0146(5)(b) for program requirements):
 - 2.92. Written Confined Space Entry Program;
 - 2.93. Site specific entry program that includes procedures of work to be completed in the space;
 - 2.94. Entry Permit;

- 2.95. Worker Training;
- 2.96. Equipment required for safe entry;
- 2.97. Rescue plan;
- 2.98. Identified confined spaces on this project include but may not be limited to:
- 2.99. The crawlspace located underneath the original building*;
- 2.100. The tunnels connecting the old gym, new gym, library, auditorium, science building and original buildings
- 2.101. Manholes, Underground Storage Tanks, Boilers, Hydraulic Vehicle Hoists and underground electrical vaults
- 2.102. * Crawlspace – The crawlspace is a unique confined space where there is asbestos contamination. A plan for safe access and egress includes the removal of floor slab sections in strategic locations to allow for safe access and egress. All non-abatement workers with scopes of work in the crawlspace will be required to complete an 8 hour training, the cost of which is \$165 per person, to cover the following topics as related to asbestos in the crawlspace:
 - 2.103. Asbestos Awareness
 - 2.104. PPE Requirements, including required respiratory protection
 - 2.105. Hygiene Requirements
 - 2.106. Entry Protocols
 - 2.107. Crawlspace entry will require the following additional training, for which subcontractor will be responsible:
 - 2.108. Respiratory Protection, training, medical clearances, equipment & supplies
 - 2.109. Confined Space Entry
 - 2.110. Crawlspace entry will require a pre-entry protocol training to be completed on site. This protocol training should take approximately one hour.
 - 2.111. Crawlspace entry prior to the abatement of all asbestos and clearance reporting will require in addition to the above training the following PPE:
 - 2.112. Tyvek coveralls with reinforced toes(two layers if not entry does not follow abatement change protocols)
 - 2.113. Cut resistant gloves
 - 2.114. ½ face air purifying respirator *see below for disturbance of soils
 - 2.115. Safety glasses
 - 2.116. Hard hat with chin strap
 - 2.117. Knee pads
 - 2.118. Helmet mounted flashlight
 - 2.119. Radio 1 per buddy / group and 1 assigned to a supervisor or designated person not inside the crawlspace). Disturbance of soils inside the crawlspace will require a Powered Air-Purifying Respirator and the misting of the soils during any raking or shoveling.
 - 2.120. All crawlspace entries will require a minimum of two persons.
 - 2.121. Subcontractors with crawlspace duties on a continuous daily basis shall provide a four gas air monitor for at least one entrant to be utilized daily in accordance with the confined space entry program. This four-gas monitor should have data logging and wireless monitoring capabilities.
 - 2.122. A competent person shall be assigned the responsibility for gas monitor maintenance.

- 2.123. All crawlspace entries will require compliance with the site designated check-in/check-out system.
- 2.124. Supported scaffolding 3 or more frames high will have either a stair tower or integral ladder frames for access. Attachable ladders more than 2 frames high will not be allowed.
- 2.125. Erection of supported scaffolding greater than 6' requires personal fall protection unless infeasible per manufacturer.
- 2.126. Supported scaffolding must have a complete guardrail system in addition to required cross braces on the non-working side. All required cross bracing to the interior (working side) shall be in place.
- 2.127. Supported scaffolding will have toeboards on all non-working (non building face) sides.
- 2.128. Supported scaffolding wrapped in any membrane to control temperature, protect work from moisture or prevent objects from falling off the non-working side shall be engineered for wind loading and required building tie-ins.
- 2.129. Supported scaffolding more than 2 frames immediately adjacent to any area open to the public shall incorporate debris netting.
- 2.130. Work on supported or suspended scaffolding immediately adjacent to an area open to the public, or supported scaffolding with workers on more than one level simultaneously will require a falling object protection plan. (the securing of materials and tools to prevent dropped objects)
- 2.131.
- 2.132.



CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) CONTRACT
between

SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)

and

ANDERSEN CONSTRUCTION COMPANY OF OREGON, LLC

Contract No, CM/GC 68193

Redacted Version of
Prime Agreement
Excludes RFP
Response

THIS CONTRACT SHALL BE BINDING ON DISTRICT ONLY IF IT IS
SIGNED BY THE CONTRACT PROCESS MANAGER OR AUTHORIZED DESIGNEE

This Construction Manager / General Contractor ("CM/GC") Contract ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District" or "Owner" or "District Authorized Representative") and Andersen Construction Company of Oregon, LLC ("Contractor") to provide construction services on the following Benson High School Modernization ("Project"), briefly described below:

The Project is: Benson High School Modernization

The Architect on this Project is: Bassetti Architects, P.S., P.C.

The parties agree as follows:

CONTRACTOR DATA

Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Consultant. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for Work under this Contract.

Full Business Name: Andersen Construction Company of Oregon, LLC
Contractor Contact Person: Erin Storlie
Address: 6712 North Cutter Circle
City, State, ZIP: Portland, OR 97217
Business Telephone: 503.283.6712
Email: estorlie@andersen-const.com
Oregon CCB License Number: 218297

Contractor certifies under penalty of perjury that Contractor is a:

- Sole Proprietor Corporation Limited Liability Company
- Partnership Other [describe: _____]

District Point of Contact: Brian Oylear (boylear@pps.net), Office of School Modernization, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

***All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

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ATTACHED EXHIBITS

- Exhibit A - General Conditions to the Contract
 - Exhibit B - Scope of Pre-construction Services
 - Exhibit C - Allowable Cost of Work Matrix
 - Exhibit D – PPS RFP No. 2018-2536
 - Exhibit E – PPS RFP No. 2018-2536 Addendum No. 1 dated 03/06/2019
 - Exhibit F – PPS RFP No. 2018-2536 Addendum No. 2 dated 03/07/2019
 - Exhibit G – Andersen Construction Bid Response to RFP No. 2018-2538
 - Exhibit H - Career Learning Equity
 - Exhibit I - Contractor Workforce Equity
 - Exhibit J – OCIP Manual (under negotiations – contract will be amended once complete)
 - Exhibit K – OCIP Enrollment Forms (under negotiations – contract will be amended once complete)
 - Exhibit L – Asbestos Materials Snap Report dated February 2019
 - Exhibit M – Building Information Modeling Guidelines
 - Exhibit N – PPS Lead Based Paint Survey dated October 1996
- (Incorporated by Reference)

Exhibit O – Benson Polytechnic Site Specific Educational Specification dated December 11, 2018
(Incorporated by Reference)

Exhibit P – Benson Polytechnic High School Master Plan Report dated December 11, 2018
(Incorporated by Reference)

Exhibit Q – PPS Conditional/Unconditional Waiver and Release upon Progress Payment

Exhibit R – District Milestone Schedule

Exhibit S – Sample Application for Payment

The District and CM/GC agree as set forth below:

1. DEFINITIONS

Except as expressly defined or modified below or elsewhere in this CM/GC Contract ("CM/GC Contract"), all capitalized terms shall have the meanings set forth in the General Conditions attached as Exhibit A hereto (the "General Conditions"). The terms below are expressly defined as follows:

- a. **Affiliate.** Affiliate is defined in ORS 279C.332(1) and means a person that, directly or indirectly through one or more intermediaries, is controlled by or is under common control with another person.
- b. **Allowances.** Allowances shall mean the allowance amounts shown in the GMP Supporting Documents, together with such further allowances as may be developed by the parties as the Project progresses.
- c. **Amendment.** Amendment shall mean a written modification of the Contract (including without limitation any agreed change to the GMP), identified as an Amendment, and executed by CM/GC and the District.
- d. **Business Days.** Business Days shall mean every day except Saturday, Sunday, and the legal holidays recognized for employees of Portland Public Schools.
- e. **Change Order.** Change Order shall mean a written modification of the Contract under Section D.1 of the General Conditions (including without limitation any agreed change to GMP), identified as a Change Order and executed by the District and CM/GC, provided, however, that a Change Order shall not be effective to modify any price or Contract value stated in the Contract, including any Early Work Price, the Contract Sum, or the GMP, unless and until the Change Order is included in an executed Amendment to the GMP Amendment.
- f. **Construction Manager/General Contractor (or "CM/GC")** means the person that provides construction manager/general contractor services to the District under a public improvement contract.
- g. **Construction Manager/General Contractor Services (or "CM/GC Services")** is defined in ORS 279C.332(3) as applied in this CM/GC Contract.
- h. **CM/GC Field Work.** CM/GC Field Work shall mean customary layout, clean up, supervision, and portions of the Work of a minor nature and not feasibly part of the subcontracted work due to: exclusions by the subcontractor not resolved through the process described in Section 14.c., undeveloped design owing to deviations in Work performed or materials delivered by subcontractors or suppliers that do not represent defective or nonconforming work, a breach or failure to perform by the subcontractor or supplier, complexity of coordination of the Work, and other similar reasons typically providing cause for "pick-up" or GC Work under industry standards; provided, however, that (i) the CM/GC has reasonably determined that doing such portion of the Work itself is in the best interests of District, (ii) such Work is identified as CM/GC Field Work in monthly billings and (iii) CM/GC receives prior approval from District as to the scope of such CM/GC Field Work.
- i. **Construction Management ("CM") Services.** Construction Management Services shall have the meaning given in Section 4.c. below.
- j. **Construction Documents.** Construction Documents are those documents that are used specifically for the construction of the Work and are a part of the Contract Documents.
- k. **Construction Phase.** The Construction Phase shall mean the period commencing on the District's execution of a GMP Amendment or Early Work Amendment, together with the earlier of (i) issuance by District of a Notice to Proceed with any on-site construction or (ii) execution of a subcontract or issuance of a purchase order for materials or equipment required for the Work.
- l. **Construction Phase Services.** Construction Phase Services shall mean all of the Work other than the Preconstruction phase services.
- m. **Contract Documents.** Contract Documents shall have the meaning given in Section A of Exhibit A - General Conditions, as supplemented by Section 2.a. below. Interpretation of Contract documents is governed by Section A3 of Exhibit A - General Conditions.

- n. **Costs for General Conditions Work.** Costs for General Conditions Work shall mean those sums paid on a cost reimbursable maximum not-to-exceed price basis as described in Section 9.h. and as identified in Exhibit C, Allowable Cost of Work Matrix.
- o. **Design Development Documents.** Design Development Documents shall have the meaning given in the PPS Professional Services Agreement with the Architect for this Project.
- p. **Early Work.** Early Work means construction services, construction materials and other Work authorized by Amendment that the parties agree should be performed under the CM/GC Contract in advance of the establishment of the GMP. Permissible Early Work shall be limited to early procurement of materials and supplies, early release of bid or proposal packages for site development and related activities, and any other advance Work related to critical components of the project for which performance prior to establishment of the GMP will materially affect the critical path schedule of the Project.
- q. **Early Work Amendment.** Early Work Amendment shall mean an Amendment to this CM/GC Contract executed by and between the parties to authorize Early Work prior to execution of the GMP Amendment.
- r. **General Conditions Work.** General Conditions Work (or "GC Work") means (i) that portion of the Work required to support construction operations that is not included within the Contractor's overhead, fee, or general expense but is called out as GC Work in Exhibit C, and (ii) any other specific categories of Work approved in writing by the District as forming a part of the GC Work.
- s. **Guaranteed Maximum Price (GMP).** Guaranteed Maximum Price (GMP) is defined in ORS 279C.332(4) and means the Guaranteed Maximum Price of the Contract, as stated in dollars within the GMP Amendment, as determined in accordance with Section 7, and as it may be adjusted from time to time pursuant to the provisions of the Contract.
- t. **GMP Amendment.** GMP Amendment shall mean an Amendment to the Contract, issued in the form of Exhibit I and executed by and between the parties, to establish the GMP and identify the GMP Supporting Documents for Construction Phase Services.
- u. **GMP Supporting Documents.** GMP Supporting Documents shall mean the documents referenced in the GMP Amendment as the basis for establishing the GMP. The GMP Supporting Documents shall expressly identify the Plans and Specifications, schedules, assumptions, qualifications, exclusions, conditions, allowances, contingencies, unit prices, alternates and other pertinent information and documentation that form the basis for the GMP.
- v. **Preconstruction Phase.** The Preconstruction Phase shall mean the period commencing on the effective date of this CM/GC Contract and ending upon commencement of the Construction Phase; provided that if the District and CM/GC agree, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently, subject to the terms and conditions of the Contract Documents.
- w. **Preconstruction Phase Services.** Preconstruction Phase Services shall mean all services described in Section 4.a. and Exhibit B, and any similar services described in the Request for Proposals, including such similar services as are described in the CM/GC's RFP proposal to the extent they are accepted by District, but excluding any Early Work. Early Work shall be considered part of Construction Phase Services.
- x. **Savings.** Savings is defined in ORS 279C.337(4) and means a positive difference between a guaranteed maximum price or other maximum price set forth in a public improvement contract and the actual cost of the work, including costs for which a contracting agency reimburses a construction manager/general contractor and fees or profits the construction manager/general contractor earns.
- y. **Schematic Design Documents.** Schematic Design Documents shall have the meaning given in the PPS Professional Services Agreement with the Architect for this Project.
- z. **Scope Change.** Scope Change shall mean only (i) changed site conditions not reasonably inferable from information available to CM/GC at the time of execution of the GMP Amendment, and (ii) significant Work modifications (including additions, substitutions, and deletions), application of Allowances, and selection of alternates, all as approved by the District under the Contract, beyond that identified or inferable from the GMP Supporting Documents (but in the case of Allowance Items, the GMP will increase only if the cost to District of the Allowance items exceeds the total amount of the Allowances).

- aa. **Subcontractor Default Insurance (SDI).** Insurance that covers costs as a result of a subcontractor that defaults on performance of their contracted work on the project, including but not limited to SDI.

2. CONTRACT DOCUMENTS

- a. **Contract Documents.** District and the CM/GC agree to the terms of the Contract that are set forth in the Contract Documents. For purposes of this Project, the Contract Document identified as "Public Improvement Contract" in Exhibit A - General Conditions shall mean this CM/GC Contract. The CM/GC Contract shall include all exhibits attached hereto, which by this reference are incorporated herein, as well as any properly executed Amendments and Change Orders to this Contract.
- b. **Effective Date.** The Contract (hereafter the "Contract") shall become effective on the date on which the Contract is fully executed by both parties. *No party shall perform work under this Contract before the effective date.*
- c. **The Contract; Order of Precedence.** This CM/GC Contract, including all exhibits identified herein and by this reference incorporated in and made a part of this CM/GC Contract, together with the other Contract Documents, form the entire agreement between the parties. Except as expressly otherwise provided herein, the order of precedence of the Contract Documents is established in Section A.3 of Exhibit A - General Conditions, if there are inconsistent or conflicting terms among the Contract Documents.

3. PERFORMANCE AND PAYMENT BONDS

Provided no construction Work is included with the preconstruction services to be performed under the initial form of the CM/GC Contract, no performance bond or payment bond is required to be provided by the CM/GC at the time of Contract signing, consistent with ORS 279C.380. Once construction Work is included in the Contract and authorized by the District to be performed by the CM/GC, however, the CM/GC must provide a performance bond and payment bond in the full amount of any Early Work to be performed by the CM/GC, or the full amount of the GMP, fixed price or other maximum contract price, as applicable. Furthermore, in the event additional Early Work is added to the CM/GC Contract after the initial Early Work or in the event an amendment to the CM/GC Contract is made so that the GMP, fixed price or other maximum contract price must be increased, the performance bond and the payment bond must be increased in an amount equal to the additional Early Work or the increased GMP, fixed price or other maximum contract price.

4. WORK OF THE CONTRACT

- a. **Preconstruction Phase Services.** The CM/GC agrees to provide all of the Preconstruction Phase Services described below and in Exhibit B on an ongoing basis in support of, and in conformance with, the time frames described in the Request for Proposals. Commencement of the Construction Phase shall not excuse CM/GC from completion of the Preconstruction Phase Services, if such services have not been fully performed at commencement of the Construction Phase. Preconstruction Phase Services shall include CM Services performed during the Preconstruction Phase.
- 1) The CM/GC shall provide a preliminary evaluation of the District's program and budget requirements, each in terms of the other.
 - 2) In addition to other meetings described in this Section, the CM/GC shall participate in weekly conference calls with the Project group; attend design meetings; attend periodic meetings with the jurisdictional entities as required by the Project; participate in various meetings supportive of design effort with additional consultants and District as necessary to successfully develop Project requirements.
 - 3) The CM/GC shall provide the following services relating to design and preconstruction tasks:
 - i. The CM/GC shall consult with, advise, assist, and provide recommendations to the District and the design team on all aspects of the planning and design of the Work.
 - ii. The CM/GC shall consult with the District and Architect and District's Authorized Representative regarding site use and improvements, and the selection of materials, building systems and equipment.



- iii. The CM/GC shall provide mechanical, electrical, plumbing, and fire ("MEPF") systems verification and feedback as part of the development of the Project. Structural and Demolition verification will also be included. CM/GC feedback and/or review comments shall be tracked and distributed to District and Architect at each review phase for District and Architect response. The CM/GC will be required to engage associated expertise on the preconstruction team. This expertise shall engage in issues such as constructability, coordination, system selection verification and cost issues associated with the design and Installation of MEP systems as part of the Project. The commitment of this expertise is only to be engaged during the Preconstruction Phase of the Project. This expertise can be in the form of trade contractors that are brought onto the CM/GC's Preconstruction team or they can be trade specialists within the CM/GC's organization.
 - iv. The CM/GC shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies. CM/GC recommendations and/or review comments shall be tracked and distributed to District and Architect at each review phase for District and Architect response.
 - v. The CM/GC shall review in-progress design documents, including the documents generally described in the Industry as Schematic Development Documents, Design Development Documents, and Construction Documents and provide input and advice on construction feasibility, alternative materials, availability, and budget feasibility. CM/GC shall review these completed Schematic Development Documents, Design Development Documents, and Construction Documents and timely suggest modifications to improve completeness and clarity. CM/GC suggestions and/or review comments shall be tracked and distributed to District and Architect at each review phase for District and Architect response.
 - vi. The CM/GC shall provide, through in-house expertise or by subcontracted trade specialists, Building Information Modeling ("BIM") services and clash detection during pre-construction. BIM services provided during this preconstruction phase shall be in support of the design team and building design process, and as a pre-cursor to development of final shop drawings. As part of these services, the CM/GC shall provide input in the development of a BIM Execution Plan ("BEP") with members of the design team and District. The BIM model shall be developed and updated to a level of detail ("LOD") consistent with the development of the Revit model supplied by the Architect and as detailed in the BEP. The BIM model will be updated throughout the design process and be used to provide input for constructability, scheduling and estimating, and in the coordination and conflict resolution process. The BIM model will be reviewed for compliance with the BEP and Construction Operations Building Information Exchange ("COBie") standards at each applicable design phase by the District's Authorized MEPF Representative. The BIM model will utilize a version of Navisworks not older than 2013, shall be continually updated, comply with current COBie standards, and used as the basis for construction period activities. The approved Navisworks BIM model described above and all associated documentation reflecting the completed design will be delivered to the District at the conclusion of this phase.
- 4) The CM/GC shall provide the following services related to the Project schedule:
- i. The CM/GC shall prepare, and periodically update, a preliminary Project schedule for the Architect's and District's Authorized Representative's review and the District's Authorized Representative's approval.
 - ii. The CM/GC shall analyze construction sequencing in order to be cost effective, to create the least amount of disruption for students, faculty, and staff in adjacent buildings, and to allow adjacent facilities to remain in operation throughout the course of construction. In addition to preparing a construction schedule, this Project shall require a site staging and logistics plan that incorporates issues such as temporary fire access and egress routes from existing buildings.

- iii. The CM/GC shall coordinate and integrate the preliminary Project schedule with the services and activities of the District, Architect, and CM/GC. As design proceeds, CM/GC shall update the preliminary Project schedule to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, and District's occupancy requirements showing portions of the Project having occupancy priority, provided that the date(s) of Substantial Completion shall not be modified without District's prior written approval. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the CM/GC shall make appropriate recommendations to the District's Authorized Representative and Architect.
 - iv. The CM/GC shall continuously monitor the Project schedule and recommend adjustments in the development of design documents for construction bid packages to ensure completion of the Project in the most expeditious manner possible.
- 5) The CM/GC shall make recommendations to Architect and District's Authorized Representative regarding the phased issuance of Plans and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economics, time of performance, availability of labor and materials, and provisions for temporary facilities.
- 6) The CM/GC shall provide the following services relating to cost estimating:
 - i. CM/GC shall prepare a construction cost estimate at each of the following documentation milestones: 75% and 100% schematic design, 50% & 100% design development & 50%, and 100% construction documents.
 - ii. The CM/GC shall update and refine these estimates during subsequent phases in order to reflect the costs associated with changes to scope that are developed during design meetings.
 - (a) When Schematic Design Documents have been prepared by the Architect and approved by the District, the CM/GC shall prepare for the review of the Architect and District's Authorized Representative and approval of the District, a more detailed estimate with supporting data. Detailed estimate will be used as basis for review during a planned five day Value Engineering Workshop. During the preparation of the Design Development Documents, the CM/GC shall update and refine this estimate at appropriate intervals agreed to by the District, Architect and District's Authorized Representative and CM/GC.
 - (b) When Design Development Documents have been prepared by the Architect and approved by the District, the CM/GC shall prepare a detailed estimate with supporting data for review by the Architect and District's Authorized Representative and approval by the District. During the preparation of the Construction Documents, the CM/GC shall update and refine this estimate at appropriate intervals agreed to by the District, Architect and District's Authorized Representative and CM/GC.
 - iii. The CM/GC will participate in a planned five day Value Engineering Workshop. The workshop will be facilitated by a vendor hired by the District.
 - iv. If any estimate submitted to the District exceeds previously approved estimates or the District's budget, the CM/GC shall make appropriate cost saving recommendations to the Architect and District's Authorized Representative, actively participate in value engineering and scope modification work sessions at the end of schematic design and design development, and provide a formal value-engineering studies anticipated to be held at 50% Design Development and 50% Construction Documents completion.
 - v. CM/GC shall notify the District and the design team immediately if any construction cost estimate appears to be exceeding the construction budget.
 - vi. Within each estimate the CM/GC shall itemize the CM/GC's contingency to identify the amount of risk that the CM/GC would carry into the GMP at that stage of the Project due to the quality and completeness of the construction documents used to generate the estimate. This number shall be carried so that a GMP Amendment can be signed at any point during the Preconstruction Phase of the Project without a modification to the construction estimate.

- vii. The CM/GC otherwise shall work with the Architect and District to develop a GMP within the target GMP range and within District's schedule.
- 7) The CM/GC shall perform the following services relating to subcontractors and suppliers:
- i. The CM/GC shall seek to develop subcontractor and supplier interest in the Project, consistent with applicable legal requirements, and shall furnish to the District's Authorized Representative and Architect for their information a list of possible subcontractors and suppliers, including suppliers who may furnish materials or equipment fabricated to a special design, from whom competitive bids, quotes, or proposals (collectively, "Offers") will be requested for each principal portion of the Work. Submission of such list is for information and discussion purposes only and not for prequalification. The receipt of such list shall not require the District, District's Authorized Representative or Architect to investigate the qualifications of proposed subcontractors and suppliers, nor shall it waive the right of the District or Architect later to object to or reject any proposed subcontractor, supplier, or method of procurement.
 - ii. The CM/GC shall provide input to the District and the design team regarding current construction market bidding climate, status of key subcontract markets, and other local economic conditions. CM/GC shall determine the division of work to facilitate bidding and award of trade contracts, considering such factors as bidding climate, improving or accelerating construction completion, minimizing trade jurisdictional disputes, and related issues. CM/GC shall advise District on subcontracting opportunities for Certified Businesses.
 - iii. The CM/GC shall ensure subcontractors supplying content to be incorporated into the BIM model comply with the LOD standards set in the BEP, and that associated data follows current COBie standards. Subcontractors should utilize vendor supplied Revit families with associated detail whenever available. The CM/GC is ultimately responsible for delivery of a fully coordinated BIM model to the District.
- 8) The CM/GC shall recommend to the District's Authorized Representative and Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule, which shall be procured by the CM/GC upon execution of either a GMP Amendment or Early Work Amendment covering such procurement, and approval of such schedule by the District's Authorized Representative. The CM/GC shall expedite the delivery of long-lead time items.
- 9) The CM/GC shall work with the District in identifying critical elements of the Work that may require special procurement processes, such as prequalification of Offerors or alternative contracting methods.
- 10) The CM/GC shall work with the District and the design team to maximize energy efficiency in the Project, including without limitation providing estimating and value engineering support to the District's analysis and application for energy related incentive programs offered by local utilities.
- 11) Investigative services at all campus's will be included as additional services to Preconstruction review and planning outlined above including, but not limited to: Asbuilting, testing/investigation, documentation and subcontractor supervision.

b. Construction Phase Services.

- 1) Upon execution of an Early Work Amendment or GMP Amendment, the CM/GC shall provide Construction Phase Services as provided in the Contract Documents, including without limitation providing and paying for all materials, tools, equipment, labor and professional and non-professional services, and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work, as required by the Contract Documents, to furnish to District a complete, fully functional Project, capable of being legally occupied and fully used for its intended purposes upon completion of the Contract (or, as to an Early Work Amendment, to furnish such Work as is described in the Early Work Amendment). Construction Phase Services shall include CM Services performed during the Construction Phase.
- 2) Notwithstanding any other references to Construction Phase Services in this CM/GC Contract, the Contract shall include Preconstruction Phase Services only unless (i) the parties execute a GMP Amendment or (ii) the parties execute an Early Work Amendment, defined below.

- 3) The parties may execute one or more Early Work Amendments identifying specific Construction Phase Services that must be performed in advance of establishment of the GMP, without exceeding a not-to-exceed budget, a not-to-exceed guaranteed maximum price, or a fixed price ("Early Work Price") to be stated in such Amendment, with such Amendment including all necessary State of Oregon approvals where required. If the Early Work Price is a not-to-exceed budget, then CM/GC shall be obligated to perform the Early Work only to the extent that the Cost of Work therefore, together with the CM/GC Fee, does not exceed the Early Work Price. If CM/GC performs Early Work with a maximum not-to-exceed price or fixed price, and incurs cost in excess of that maximum not-to-exceed price or fixed price, respectively, the CM/GC shall complete the Early Work and pay such excess cost without reimbursement. If one or more Early Work Amendments are executed, the CM/GC shall diligently continue to work toward development of a GMP Amendment acceptable to District, which shall incorporate the Early Work Amendments. If District thereafter terminates the Contract prior to execution of a GMP Amendment, the provisions of Section J.5 of Exhibit A - General Conditions shall apply.
- 4) Prior to commencement of the Construction Phase, and in any event not later than mutual execution of the GMP Amendment, CM/GC shall provide to District a full performance bond and a payment security bond as required by Section G of Exhibit A - General Conditions in the amount of the GMP. If an Early Work Amendment is executed, CM/GC shall provide such bond in the amount of the Early Work Price under the Early Work Amendment. CM/GC shall provide to District additional or replacement bonds at the time of execution of any subsequent Early Work Amendment or GMP Amendment, in each case prior to execution of the Amendment and the supplying of any labor or materials for the prosecution of the Work covered by the Amendment, and in each case in a sufficient amount so that the total bonded sum equals or exceeds the total Early Work Price or the GMP, as the case may be. In the event of a Scope Change that increases the GMP, CM/GC shall provide to District an additional or supplemental bond in the amount of such increase prior to performance of the additional Work.

c. **Construction Management (CM) Services.** Throughout the Preconstruction Phase and Construction Phase of the Project, the CM/GC shall provide CM Services, generally consisting of coordinating and managing the building process as an independent contractor, in cooperation with the District, District's Authorized Representative, Architect and other designated Project consultants (the "Construction Principals"). CM Services shall include, but are not limited to:

- 1) Providing all Preconstruction Phase Services described above;
- 2) Developing and delivering resource loaded schedules, preparing construction estimates, performing constructability review, analyzing alternative designs, studying labor conditions, coordinating and communicating the activities of the Construction Principals throughout the Construction Phase to all Construction Principals;
- 3) Continuously monitoring the Project schedule and recommending adjustments to ensure completion of the Project in the most expeditious manner possible;
- 4) Working with the District, District's Authorized Representative, and the Architect to analyze the design, participate in decisions regarding construction materials, methods, systems, phasing, and costs, and suggest modifications to achieve the goals of providing the District with the highest quality Project within the budget, GMP and schedule;
- 5) Providing Value Engineering ("VE") and scope reduction services ongoing through the Project. CM/GC shall develop cost proposals, in the form of additions to or deductions from the GMP, including detailed documentation to support such adjustments and shall submit such proposals to District for its approval. CM/GC shall actively participate in one formal VE study. CM/GC acknowledges that VE services are intended to improve the value received by District with respect to cost reduction or life cycle of the Project; CM/GC will provide ongoing incremental VE review and development.
- 6) Holding and conducting weekly meetings with the District and the Architect to coordinate, update and ensure progress of the Work;

- 7) Submitting monthly written report(s) to the District's Authorized Representative during the Construction Phase. Each report shall include, but shall not be limited to, Project updates including: (i) actual costs and progress for the reporting period as compared to the estimate of costs; (ii) explanations of significant variations; (iii) work completed; (iv) work in progress; (v) changes in the work; and (vi) other information as determined to be appropriate by the District. Oral or written updates shall be provided to the District as deemed appropriate by the CM/GC or as requested by the District;
- 8) Maintaining a daily log containing a record of weather, subcontractors working on the site, number of workers, Work accomplished, problems encountered, safety violations and incidents of personal injury and property damage, and other similar relevant data as the District may reasonably require. The log shall be available to the District and Architect on request;
- 9) Developing and implementing a system of cost control for the Work acceptable to District's Authorized Representative, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The CM/GC shall identify variances between actual and estimated costs and report the variances to the District and Architect at regular intervals;
- 10) Developing and maintaining a quality assurance/quality control (QA/QC) plan, logging deficiencies, and documenting all corrective work.
- 11) Cooperating with any and all consultants hired by District, including but not limited to Geotechnical testing consultant, Energy Systems Analyst consultant, Commissioning consultant, air & water testing & balancing consultant, hazardous materials consultant;
- 12) At District's request, cooperating and performing warranty and inspection Work for the Project through the expiration date of the applicable warranty period;
- 13) Assisting District with start-up of the Project.
- 14) Incorporating commissioning and inspection agents' activities into the Project schedule and coordinating subcontractors required to participate in the commissioning and inspection process;
- 15) Performing all other obligations and providing all other services set forth in the Contract Documents; and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work as required by the Contract.
- 16) The CM/GC shall have a dedicated full time BIM coordinator either on staff or through contracted expertise which will be responsible for the BIM process and to ensure the BEP requirements are met. The coordinator shall: Assemble all submitted design and construction BIMs into a single fully coordinated [and COBie compliant consolidated Navisworks BIM model]; lead the coordination and constructability process; provide a clash/issues log and matrix to track coordination issues and data gaps; document any deviations from approved CD drawings and Revit model; and continually coordinate with Architect to maintain an updated Revit model and BIM model. All work shall be coordinated with District's Authorized Representative for compliance and approval.

5. RELATIONSHIP AND ROLES OF THE PARTIES

- a. **Independent Contractor.** The CM/GC is an independent contractor and not an officer, employee, or agent of District as those terms are used in ORS 30.265.
- b. **Performance of Work.** The CM/GC covenants with District to cooperate with the Architect and District's Authorized Representative and utilize the CM/GC's professional skill, efforts and judgment in furthering the interests of District; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in conformance with the terms and conditions of the Contract Documents and in an expeditious and economical manner consistent with the interests of District.
- c. **Design Consultants.** District has a separate contract with the Architect related to the Project. Both the CM/GC and the Architect shall be given direction by District through District's Authorized Representative. The CM/GC agrees to support District's efforts to create a collaborative and cooperative relationship among the CM/GC, Architect, other Project consultants, and District's Authorized Representative.

- d. **BIM:** The Architect will utilize Revit to develop a building model, which will be shared with the CM/GC for development of a fully coordinated BIM model. The Architect and CM/GC shall coordinate through the design and construction phases such that the Revit and BIM models are continually updated throughout the process. Final approved and coordinated BIM and Revit models will be provided to the District for use.
- e. **Forms and Procedures.** The District has developed or may develop procedures and forms for the administration and tracking of the Contract. The CM/GC agrees to abide by those procedures and use those forms.
- f. **CM/GC's Project Staff.** The CM/GC's Project staff shall consist of the following personnel:
 - 1) **Project Manager and Assistant Project Manager:** Brad Barcroft shall be the CM/GC's Project Manager and Ben Gengler shall be CM/GC's Assistant Project Manager and one or both will supervise and coordinate all Construction Phase and Preconstruction Phase Services of CM/GC and participate in all meetings throughout the Project term unless otherwise directed by District. CM/GC represents that each of the Project Manager and Assistant Project Manager have authority to execute Change Orders and Contract Amendments on behalf of CM/GC.
 - 2) **Job Superintendent:** If Construction Services are requested and accepted by District, Brian Anthony shall be the CM/GC's on-site job superintendent throughout the Project term.
- g. **Key Persons.** The CM/GC's personnel identified in Section 5.f., and any other personnel identified by name in CM/GC's Proposal shall be considered Key Persons and shall not be replaced during the Project without the written permission of District, which shall not be unreasonably withheld. If the CM/GC intends to substitute personnel, a request must be given to District at least 30 Days (or such shorter period as permitted by District) prior to the intended time of substitution. When replacements have been approved by District, the CM/GC shall provide a transition period of at least 10 Business Days during which the original and replacement personnel shall be working on the Project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of District. If the project is suspended for reasons beyond the control of the CM/GC, it is understood that the CM/GC may find it necessary to reassign these Key Persons to other projects. Upon resurrection of the project, the CM/GC will make their best effort to reassemble these Key Persons to the project. If these Key Persons are not available to return to the project, substitute personnel must be approved by the District. Inability by the CM/GC to provide acceptable replacement staff can be grounds for termination of this contract.
 - 1) Replacement staff shall be of equal or higher caliber in terms of experience and skills sets than those they are replacing.
 - 2) In the event that Key Persons are replaced during the Project, the District shall not incur additional cost for labor rates of replacement staff compared to the originally proposed staff members. Any labor expenses in excess of those proposed for the original Key Persons shall be the financial responsibility of the CM/GC.

6. DATE OF COMMENCEMENT; SUBSTANTIAL AND FINAL COMPLETION

- a. **Notice to Proceed.** If Construction Phase Services are added to the Contract as set forth in Section 4.b., then a notice to proceed will be issued by District to begin the designated or full Construction Phase Services ("Notice to Proceed"). It is anticipated that the Notice to Proceed will be issued on or about June 15, 2019. A separate Notice to Proceed shall be issued for any and every Early Work Amendment.
- b. **Completion of Project.** Exact dates for Substantial Completion and Final Completion will be determined during pre-construction and established in the GMP Amendment.
- c. **Time is of the Essence.** All time limits stated in the Contract Documents are of the essence.
- d. **Time Extensions.** Notwithstanding provisions for Contract time extensions in Section D.2 of Exhibit A - General Conditions, District and CM/GC agree that timely completion of the Work is essential to the success of the Project, and that approval for time extension shall be granted only as a last resort. CM/GC agrees to make every effort to recover "lost" time.
- e. **Failure to Achieve Substantial Completion by Final Completion Date.** In the event CM/GC fails to obtain Substantial Completion by the date set for Final Completion, subject to any time extensions granted

by the District during the Project, District reserves the right to terminate this Contract for Cause per section 18 of the Contract and Section J.4.2 of the General Conditions and pursue Liquidated Damages in accordance with section 6.g. The District may pursue any course of action deemed in the best interest of the District to complete the Project in accordance with the Contract. In addition, The District may pursue remedy and recover costs for the completion against CM/GC's performance and payment bond in accordance with the Contract.

- f. **Delay in Final Completion.** District shall make payment of the balance due for any portion of the Work fully completed and accepted if Final Completion is materially delayed through no fault of Contractor or by issuance of Change Orders affecting Final Completion. In the event that Final Completion is not accomplished within sixty (60) calendar days after the date of Substantial Completion due to any fault of Contractor, Liquidated Damages will be assessed per section 6.g. The District may also withhold from the final payment 150 percent of the reasonable cost to complete the unfinished Work and to attain Final Completion. In the event Contractor fails to complete the Work necessary to attain Final Completion after sixty (60) days from Substantial Completion, District may, without waiving other remedies it may have, complete the Work and deduct the actual cost thereof.
- g. **Liquidated Damages.** The CM/GC acknowledges that the District will sustain damages as a result of the CM/GC's failure to complete Work by the Interim and Contract Completion Dates in accordance with the Contract Documents. These damages may include, but are not limited to, delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities. The CM/GC and the District acknowledge that the actual amount of damages would be difficult to determine accurately and agree that the liquidated damages figure(s) established represent a reasonable estimate of such damages and is not a penalty.

In addition to any other remedies allowed to the District under the terms of this Contract, the CM/GC agrees to pay to the District the liquidated damage sums established for each Calendar Day of delay or any fraction thereof and further agrees that the District may deduct such sums from payments the District otherwise owes to the CM/GC under the Contract. If such deduction does not result in payment to the District of the assessed liquidated damages in full, the CM/GC shall promptly pay any and all remaining sums due to the District upon demand.

For failure to achieve Substantial Completion on the date required by this Contract, the CM/GC shall be obligated to pay liquidated damages in the amount of \$9200 per calendar day. Liquidated damages for failure to meet Substantial Completion shall be assessed beginning on the day immediately following the Substantial Completion date required by this Contract and ending on the date that Substantial Completion is achieved.

For failure to achieve Final Completion on the date required by this Contract, the CM/GC shall be obligated to pay liquidated damages in the amount of \$7700 per calendar day. Liquidated damages for failure to meet Final Completion shall be assessed beginning on the day immediately following the Final Completion date required by this Contract and ending on the date that Final Completion is achieved.

If Substantial Completion is achieved after the Final Completion date required by this Contract, the CM/GC shall be obligated to pay liquidated damages of both \$9200 per calendar day and \$7700 per calendar day (total of \$16,900 per calendar day) until Substantial Completion is achieved, and thereafter \$7700 per calendar day until Final Completion is achieved.

7. FEES, CONTRACT SUM AND GMP

- a. **Fees; Contract Sum; GMP.** District shall pay CM/GC the Preconstruction Fee described in Section 7.b. In addition, for each Early Work Amendment executed by CM/GC and District, District shall pay CM/GC, as payment for the Early Work, an amount equal to the sum of the CM/GC Fee attributable to the Early Work, and the actual cost of all Early Work completed and accepted by District, but not exceeding the Early Work Price.

If a GMP Amendment is executed, District shall pay CM/GC, as payment for the Work, the "Contract Sum" which shall equal the sum of the Preconstruction Fee, the CM/GC Fee, the actual cost of the Work including any Early Work, but not exceeding the GMP.

The GMP shall be determined in accordance with the formula set forth below and as described in Section 7.3. The "Cost of the Work" is defined in Section 9. Costs in excess of the GMP shall be paid by the

CM/GC without reimbursement by District. Changes to the GMP shall only be authorized by Amendment that includes any necessary District approvals.

Preconstruction Fee	+	CM/GC Fee	+	Estimated Cost of the Work (Est. COW) = GMP*
Cost Reimbursement Maximum Not-to-Exceed		█ % of Est. COW		Includes CM/GC's Contingency and the Maximum Cost of Work (COW)

*Formula assumes no Early Work is performed.

b. **Preconstruction Fee.** The Preconstruction Fee shall be payable to CM/GC on a cost reimbursement basis up to a maximum not-to-exceed sum of \$980,000. The Preconstruction Fee shall cover constructability review, value engineering, cost estimating, development of GMP, and all other Preconstruction Phase Services, as described in Section 4. If CM/GC's costs for provision of Preconstruction Phase Services exceed the maximum Preconstruction Fee, CM/GC shall pay such additional cost without reimbursement. CM/GC shall not be entitled to any CM/GC Fee upon the Preconstruction Fee. District shall pay the Preconstruction Fee on a cost-reimbursement basis with each application for payment during the Preconstruction Phase. If the total actual Preconstruction Fee is less than the maximum Preconstruction Fee used for initial calculation of the GMP as provided above, the GMP shall be reduced by the difference; provided that District may direct instead that any unapplied portion of the maximum Preconstruction Fee be applied to Construction Phase Services, in which case the GMP shall not be reduced by the portion so applied. Except to the extent the parties may expressly agree to the contrary in the GMP Amendment, no Preconstruction Fee or other fee, compensation or reimbursement shall be payable to CM/GC with respect to Preconstruction Services performed after execution of the GMP Amendment. If the project is suspended prior to the completion of the Pre-Construction Services period, the Contractor shall be reimbursed for their expenses to date, not to exceed total Preconstruction Fee.

c. **Establishment of CM/GC Fee; Adjustments to CM/GC Fee.**

- 1) The "CM/GC Fee" shall be a fixed dollar lump sum to be identified in the GMP Amendment, and shall be calculated as █ % of the Estimated Cost of the Work at the time of establishment of the GMP. In making such calculation, the Estimated Cost of the Work shall exclude the Preconstruction Fee, the CM/GC Fee itself, and any other cost or charge that this CM/GC Contract states is not to be included in calculating the CM/GC Fee, but shall include Allowances, selected alternates, Contractor's Contingency, Owner's Design Contingency, and costs for General Conditions, as designated in the GMP Supporting Documents. The CM/GC Fee is inclusive of profit, overhead, and all other indirect or nonreimbursable costs. District shall pay the CM/GC Fee ratably with each application for payment during the Construction Phase. In the case of Early Work, the CM/GC Fee shall be the above percentage multiplied by the actual Cost of the Early Work, until such time as a GMP Amendment is executed, at which time such CM/GC Fee payments shall be credited against the CM/GC Fee fixed therein.
- 2) Notwithstanding any provision of Section D.1.3 of Exhibit A - General Conditions to the contrary, and unless the parties agree in writing to the contrary, any Amendment or Change Order that increases or decreases the GMP shall adjust the CM/GC Fee then in effect by multiplying the percentage shown in Section 7.c.1 by the change in the Estimated Cost of the Work reflected in such approved Amendment or Change Order. In addition, if the Contract is terminated for any reason prior to full completion of the Work (including, without limitation, termination during or following performance of Early Work), the CM/GC Fee shall be limited to the total CM/GC Fee multiplied by the percentage of Work completed and accepted at the time of termination. The CM/GC Fee shall not be subject to adjustment for any other reason, including, without limitation, schedule extensions or adjustments, Project delays, unanticipated costs, or unforeseen conditions.

d. **Determination of GMP.**

- 1) CM/GC shall deliver to District a proposed GMP and GMP Supporting Documents at a time designated by District during the Preconstruction Phase. If any actual subcontract Offers are available at the time the GMP is being established, CM/GC shall use those subcontract Offers in establishing the GMP.
- 2) As the Plans and Specifications may not be developed to the stage of biddable design documents at the time the GMP proposal is prepared, the CM/GC shall provide in the GMP for further development of the Plans and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order or Amendment with a corresponding GMP adjustment.
- 3) The CM/GC shall include with its GMP proposal a written statement of its basis (the "GMP Supporting Documents"), which shall include:
 - i. A list of the Plans and Specifications, including all addenda thereto and the conditions of the Contract, which were used in preparation of the GMP proposal.
 - ii. A list of allowances and a statement of their basis.
 - iii. A detailed list of contingencies and a statement of their basis, parameters, and calculation methodology.
 - iv. A list of the clarifications, qualifications, exclusions, assumptions and any other material qualifiers used by the CM/GC in the preparation of the GMP proposal to supplement the information contained in the Plans and Specifications.
 - v. The proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the associated fees that comprise the GMP.
 - vi. The Date of Substantial Completion upon which the proposed GMP is based, and a proposed Master Construction Schedule that includes a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.
- 4) The CM/GC shall meet with the District and Architect to review the GMP proposal and the written statement of its basis. If the District or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the CM/GC, who shall make appropriate adjustments to the GMP proposal, its basis or both.
- 5) Prior to the District's acceptance of the CM/GC's GMP proposal and issuance of a Notice to Proceed, the CM/GC shall not incur any cost to be reimbursed as part of the Cost of the Work, except as specifically provided in an Early Work Amendment.
- 6) The District shall authorize and cause the Architect to revise the Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Amendment. Such revised Plans and Specifications shall be furnished to the CM/GC in accordance with schedules agreed to by the District, Architect and CM/GC. The CM/GC shall promptly notify the Architect and District if such revised Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.
- 7) The GMP shall include in the Estimated Cost of the Work only those taxes and/or governmental fees which are enacted at the time the GMP is established.
- 8) The Estimated Cost of the Work shall include the CM/GC's construction contingency and an Owner design contingency. Use of the construction contingency or the Owner design contingency will be approved via the Guaranteed Maximum Price Change Amendment ("GMPCA") process in E-Bullder. CM/GC will provide monthly reporting on status of the construction contingency and the Owner design contingency. The items covered by these Contingencies are described below:

CM/GC Construction Contingency Uses:

Buy-out overruns scope gaps, overruns in T&M work (such as temp conditions), mechanical, electrical, plumbing, and fire ("MEPF") routing issues (for routing that can be coordinated without impacting architectural or structural design), minor MEPF misses & conflicts, acceleration/schedule recovery (not caused by Owner or Weather Delay), overtime/trade-stacking, subcontractor parking/shuttles, Supplemental General Conditions & Staffing, trade damage (not caused by Owner's agents), costs to prevent damage or injury in emergencies, sub replacement, labor union strikes and other costs described as cost of the work.

Owner Design Contingency Uses:

Design errors/omissions, design completion not included in the Qualifications and Clarifications provided with the GMP Estimate by the CM/GC, unforeseen conditions, changed conditions, code-related changes, changes required by the A-I-J, allowance overruns and savings, acceleration due to delays not caused by CM/GC, and weather delay impacts in addition to the 20 days included in the Estimate and Baseline Schedule.

Reasons for GMP Increases:

Owner design contingency overruns identified in the Allowance Exhibit included in this agreement, other Allowance use overruns/underruns (reconciliation), changes in scope/programming/material selection (increases and decreases).

- 9) The CM/GC shall work with the Architect and District to identify and confirm components and systems not specifically shown but required for a complete, fully functional Project. District will direct the Architect to complete the final Construction Documents in accordance with the Project scope agreed upon by all parties. The GMP will be based on the 50% CD Documents Package and associated documents listed in Attachment B, unless agreed to in writing by both parties. Development of the documents beyond 50% CD Document Package will be reviewed by the Owner and CM/GC for changes and priced for items that affect scope, and funding for such changes will be from Owner design construction contingency or Change Order to the GMP.
 - 10) Notwithstanding the level of detail represented in the GMP Supporting Documents, the CM/GC shall represent and warrant, at the time that it submits the GMP, the GMP includes the entire cost of all components and systems required for a complete, fully functional facility.
 - 11) In developing the GMP, the CM/GC and Owner shall include and identify Contingencies and Allowances within the GMP as may be necessary to pay for defined scope items. Unanticipated costs and unforeseen conditions that are required for a complete, fully functional facility are included as the design contingency costs.
- e. **Failure to Furnish an Acceptable GMP.** If the CM/GC does not furnish a GMP acceptable to District within District's Target GMP Range, or if District determines at any time in its sole discretion that the parties may fail to reach a timely agreement on a GMP acceptable to District, District may terminate the Contract without liability, and the CM/GC shall not receive additional compensation beyond the Preconstruction Fee under the Contract and sums due under any Early Work Amendment. Termination under this provision shall proceed under Section J.5 of Exhibit A - General Conditions as a termination for District's convenience. CM/GC further agrees that District shall not be liable for any damages whether actual, consequential or otherwise for termination of the Contract under this provision.
- f. **Acceptance of GMP.** Upon acceptance of the GMP by District, the parties shall execute a GMP Amendment.
- g. **District Savings.** If the sum of the Preconstruction Fee, plus the CM/GC Fee, plus the actual and final Cost of the Work (the Contract Sum as defined in Section 7.a.), is less than the GMP, 100% of the savings shall accrue to the District.
- h. **Allowance Work.**
- 1) CM/GC shall not perform any Allowance work without prior written authorization and execution by the District of a Change Order approving the Specifications for the Allowance Work and the price thereof.

- 2) District shall be entitled to apply any Allowance Line Items that have not been fully expended to other line item Allowances that have been fully expended, without any resulting increase in the GMP.
 - 3) If the total Cost of the Allowance Work exceeds the total Allowances within the GMP, CM/GC shall not perform any Allowance Work in excess of such amount until either (i) the parties agree that the additional Allowance work will be performed within the then-current GMP or (ii) a GMP Amendment is executed to increase the GMP by the excess cost of the Allowance work.
 - 4) The Contract Sum shall not include any Allowance Items not identified in the GMP Amendment or the GMP Supporting Documents until such allowance item is reduced to a fixed price by Change Order or Amendment.
 - 5) If at the Final Completion of the Project, any portion of the Allowance funds remains unexpended, the GMP shall be reduced by a corresponding amount via a Change Order or Amendment.
- i. Reallocating Projected Cost Underruns after Bid (Offer) Buyout.** As soon as possible after the awarding of the Work to the primary Subcontractors, CM/GC shall review projected costs and provide the District with a buy-out status report showing any projected cost underruns, reconciling accepted Offers and other reasonably anticipated costs, to the cost estimate used by CM/GC to establish the GMP. CM/GC shall include with its report any underlying documentation requested by District used to develop or support such report. Any buyout underruns or overruns will be transferred to the CM/GC's construction contingency.

8. CHANGES IN THE WORK

- a. **Price Adjustments.** Adjustments to the Estimated Cost of the Work required by changes in the Work shall be determined by any of the methods listed in Section D of Exhibit A - General Conditions, except that, unless the adjustment is based upon fixed pricing or unit pricing:
 - 1) The overhead and profit markup for the CM/GC shall be limited to the CM/GC Fee adjustment, if any, permitted under Section 7.c.2) of this CM/GC Contract;
 - 2) The increase or decrease in the Estimated Cost of the Work, other than for subcontract work, shall be calculated pursuant to Sections 9 and 10 of this CM/GC Contract, instead of being based on CM/GC's Direct Costs as defined in Exhibit A - General Conditions; and
 - 3) In calculating adjustments to subcontracts, unless the parties agree otherwise, the change shall be limited to the subcontractor's Direct Costs plus the supplemental mark-up provided in Section D of Exhibit A - General Conditions, and shall not be modified by Sections 9 and 10 of this CM/GC Contract.
- b. **Adjustments to GMP.** Adjustments to the GMP after execution of the GMP Amendment may be made only (i) in the event of scope changes or (ii) as otherwise expressly provided in this CM/GC Contract, and then only in accordance with the following procedure:
 - 1) CM/GC shall review subsequent iterations of the Plans and Specifications as they are prepared to determine whether, in the opinion of CM/GC, they result in a Scope Change so that it can be determined if an adjustment to the GMP is warranted.
 - 2) Changes to the GMP shall be initiated by written notice by one party to the other via the District's project management information system "e-Builder Enterprise". CM/GC shall deliver any such request to District's Authorized Representative promptly after becoming aware of any Scope Change if, in CM/GC's opinion, it constitutes grounds for adjustment of the GMP. Any GMP Change Request shall include a fully itemized proposal as to the appropriate GMP adjustment with respect to the Scope Change at issue.
 - 3) CM/GC shall submit its GMP Change Requests as soon as possible, and CM/GC shall not be entitled to claim a GMP Increase unless CM/GC submitted a GMP Change Request to District's Authorized Representative within the earlier of (a) 30 Days after CM/GC has received the information constituting the basis for the claim, or (b) as to Work not yet bid or proposed, prior to submission of solicitations for such Work and as to Work already solicited, prior to commencement of the portion of the Work for which CM/GC intends to claim a Scope Change; and in any event, prior to CM/GC's signing of a Change Order for the Scope Change.
 - 4) District may, at any time, submit a GMP Change Request requesting a reduction of the GMP, which shall include District's basis for such request, which may include, for example, reduction of the CM/GC's contingency after further development of the Plans and Specifications that form the basis for the original GMP Amendment, and/or unused Allowances.

- 5) CM/GC shall work with District's Authorized Representative to reconcile all differences in its GMP Change Request with District's Authorized Representative within seven Days from the date of submission of the GMP Change Request. "Reconciled" means that the CM/GC and District's Authorized Representative have verified that their assumptions about the various categories are the same, and that they have identified the reason for differences in the GMP Change Request and the District's Authorized Representative position. CM/GC shall submit the Reconciled GMP Change Request to District, which submission shall be a condition to any CM/GC claim for a GMP increase.
 - 6) If the Reconciled GMP Change Request is not acceptable to District, CM/GC agrees to work with the District's Authorized Representative to provide a GMP Change Request that is acceptable to District.
 - 7) CM/GC agrees to make all records, calculations, drawings and similar items relating to GMP Change Request available to District and to allow District's Authorized Representative access and opportunity to view such documents at CM/GC's offices. Upon District's reasonable notice, CM/GC shall deliver two copies of such documents to District at any regular meeting or at the Site.
 - 8) GMP increases, if any, shall not exceed the Increased Cost of the Work arising from the Scope Change (whether based on agreed fixed pricing, or the estimated Cost of the Work increase based on cost-reimbursable pricing), reconciled in accordance with the above provisions, as arising from the incident justifying the GMP increase, plus or minus the CM/GC Fee applicable to such change in the Cost of the Work.
 - 9) Except as provided in this paragraph 8.b., adjustments to the GMP shall be reconciled in accordance with Section D of Exhibit A - General Conditions.
- c. **Execution by District.** Notwithstanding any provision in the Contract to the contrary, Architect has no authority to execute Change Orders or Amendments on behalf of District, and only duly authorized personnel of District may do so.
- d. **Continuation of Work.** CM/GC shall continue to prosecute the work in a timely and diligent manner consistent with the approved Master Construction CPM Schedule regardless of the status, outcome or other issues associated with potential Change Orders or Amendments. In no way shall CM/GC impact or allow others, such as subcontractors, to impact the Project due to pending, on-going or concluded change order negotiations. Failure to do so shall be considered a material breach of contract on the part of the CM/GC and subject to recourse by the District.

9. COST OF THE WORK (To Be Reimbursed)

- a. **Cost of the Work.** The term "Cost of the Work" shall mean the following costs. The Cost of the Work shall include only those items necessarily and reasonably incurred by CM/GC as a direct result of this project, and in the proper performance of the Work and specifically identified in this Section 9, and only to the extent that they are directly related to the Project.
- b. **Labor Costs.** Labor costs include:
- 1) Wages - stipulated rates (to be defined in the GMP Amendment) of construction workers directly employed by the CM/GC to perform the construction of the Work at the site.
 - 2) Salaries - stipulated rates (as defined in Exhibit F) of the CM/GC's supervisory and administrative personnel (i) stationed at the site, or (ii) engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work with District, or otherwise engaged and off the site when specifically related to the Project, and (iii) under either clause (i) or (ii), only with District's prior written approval, and only for that portion of their time directly required for the Work.
 - 3) Refer to Attached Labor Rates Exhibit F for supervisory, administrative and craft workers to be charged to project. Hourly Labor Rates are not subject to Audit. Wages and salaries may be adjusted for inflation annually, subject to approval by the District. Labor rates include: Workers' direct wages, fringe benefit costs paid or incurred by the CM/GC for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining contracts and, for personnel not covered by such contracts, customary benefits such as medical and health benefits, and pensions, insurance, contributions.

c. Subcontract Costs.

- 1) Subcontractor costs include CM/GC's actual payment to subcontractors pursuant to CM/GC's contract with such subcontractor for the Work on the Project. No amount paid by or payable to any such subcontractor other than the fixed or cost reimbursement price of its subcontract shall be included in the Cost of the Work, unless otherwise approved in writing by District.

d. Costs of Materials and Equipment Incorporated in the Work or Stored On Site.

- 1) Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed Work.
- 2) Costs of materials in excess of those actually installed, but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be delivered to District at the completion of the Work or, at District's option, shall be sold by the CM/GC. Any sale shall be commercially reasonable and CM/GC shall provide accounting for such a sale within fifteen (15) business days of the transaction. Net amounts realized, if any, from such sales shall be credited to District as a deduction from the Cost of the Work.

e. Costs of Miscellaneous Equipment and Other Items; Equipment Rental Charges.

- 1) Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the CM/GC at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the CM/GC; provided that District at District's option may require that CM/GC deliver to District (at no charge) at the end of the Project any of such items procured for this Project. Cost for items previously used by the CM/GC shall mean fair market value. CM/GC shall charge no additional administrative or other mark-up for purchased items. The CM/GC shall document all small tools purchased for the Project via invoices in monthly billing, and shall document the disposition of small tools which have an individual price that exceeds \$500. A copy of such disposition log shall accompany the payment application whenever these items are included in the application.
- 2) Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the CM/GC at the site, rented from the CM/GC will be rented at the rate indicated on annual Rental Equipment Rate Book provided by the CM/GC or its vendor providing the rentals. The maximum rental amount for equipment will be 80% of the stated value in the Equipment Rate Book. Rental rate includes minor repairs and replacements due to normal wear and tear. Small tools & equipment (under \$500) are considered consumable and do not apply to rate sheet. Items not included in Equipment Rental Rate Book will be rented at a market rate, from a third party vendor, and remain owned by the third party.
- 3) Costs of removal of debris from the site.
- 4) Cost of long-distance telephone calls, communication devices, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office, which are solely for the benefit of the Work.
- 5) That portion of the travel and per diem subsistence expenses of the CM/GC's personnel determined by District to be reasonable and necessary, at District approved rates, incurred while traveling in discharge of duties connected with the Work. Main office staff travel shall not be reimbursed unless approved in advance by District. These travel expenses shall be reimbursed at cost, but not exceeding the rates stated in Exhibit E. CM/GC personnel who are scheduled to work at the Project site for less than six months may receive a subsistence per diem approved by the District in accordance with Exhibit E if their place of residence is greater than 60 miles from the Project site; provided no such personnel shall be entitled to such per diem reimbursement beyond such six-month period.

f. Other Costs.

- 1) That portion of premiums for insurance directly attributable to the Contract, and payment and performance bonds as required by Section G of Exhibit A - General Conditions (but excluding premiums for subcontractor bonds unless authorized by District).
- 2) Sales tax, use tax or similar excise taxes imposed by a governmental authority which are directly related to the Work and for which the CM/GC is liable.

- 3) Fees and assessments for building permit(s), for other permits, for licenses, and for inspections for which the CM/GC is required by the Contract Documents to pay.
 - 4) CM/GC's deposits lost when the loss is caused by District's fault or negligence.
 - 5) Costs of drawings, Specifications and other documents required to complete the Work, except as provided by District or Architect.
 - 6) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by District.
 - 7) SDI premiums and deductible levels are to be negotiated at the time of GMP. Premiums are considered a reimbursable. Deductibles are non-reimbursable under the contract to the extent the default is not the responsibility of the Owner.
- g. Costs to Prevent Damage or Injury in Emergencies.** The Cost of the Work shall also include costs which are incurred by the CM/GC in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
- h. Costs for General Conditions Work.** CM/GC shall be paid on a cost reimbursable maximum not-to-exceed price basis as payment for the GC Work, including all labor, materials, and direct and indirect costs thereof, based on agreed upon Labor Rates & Equipment Rental Rates. The maximum not-to-exceed amount for GC Work shall be established in each Early Work Amendment or the GMP Amendment, as applicable. To the extent any GC Work is otherwise described above in this Section 9, CM/GC's compensation for the same is included in the Cost for GC Work and shall not otherwise be charged as Cost of the Work (See Exhibit C). The Cost for GC Work, less 5% retainage thereon, shall be paid monthly on a reimbursable basis over the number of months of the scheduled Construction Phase, including any period of Early Work, commencing with the first progress billing after commencement of the scheduled Construction Phase or Early Work Period. However, no adjustment in the maximum amount payable for General Conditions Work will be made if the actual construction period or Early Work period is shorter or longer than the number of months scheduled for the Construction Phase or Early Work period, unless such period is extended because of an Owner-requested delay.

10. COSTS EXCLUDED FROM COST OF WORK (Not To Be Reimbursed)

- a. Costs Excluded from Cost of Work.** The following shall not be included in the Cost of the Work:
- 1) Salaries and other compensation of the CM/GC's personnel stationed at the CM/GC's principal office or offices other than the site office except as included in the project fee and/or as allowed under Sections 9.b.1) and 9.b.2).
 - 2) Expenses of the CM/GC's principal office and offices other than the site office.
 - 3) Any overhead and general expenses, except as may be expressly included in Section 9.
 - 4) CM/GC's capital expenses, including interest on the CM/GC's capital employed for the Work.
 - 5) Rental cost of machinery and equipment, except as provided in Section 9.e.2).
 - 6) Any cost associated with the Project not specifically and expressly described in Section 9.
 - 7) Costs due to the fault or negligence of the CM/GC, subcontractors, suppliers, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable.
 - 8) Costs due to correction of any repair work, nonconforming or defective work, or warranty work.
 - 9) Merit, safety, or other incentive payments, bonuses or awards, or any expenses in connection therewith, except as provided in Section 9.
 - 10) Costs associated with fines and penalties.
 - 11) Except for Early Work, the cost of Preconstruction Phase Services.
 - 12) The Cost of the Work for GC Work in excess of the maximum not-to-exceed cost established for GC Work.
 - 13) Any costs in excess of the GMP.
 - 14) Any equipment, vehicle, tool or other items the CM/GC retains ownership of beyond the Substantial Completion date of the Project.

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15) Change orders that incorporate base scope of work buyout shall be in accordance with General Conditions D.1.2.

16) Costs of, and associated with, Insurance deductibles.

11. DISCOUNTS, REBATES AND REFUNDS

- a. **Discounts, Rebates and Refunds.** Cash discounts obtained on payments made by the CM/GC shall accrue to District. Trade discounts, rebates, refunds and net amounts received from sales of surplus materials and equipment shall accrue to District, and the CM/GC shall make provisions so that they can be secured.
- b. **Amounts Credited to District.** Amounts which accrue to District in accordance with the provisions of Section 11.a, shall be credited to District as a deduction from the Cost of the Work.

12. PORTLAND PUBLIC SCHOOLS EQUITY IN PUBLIC PURCHASING & CONTRACTING POLICY

In July 2012, the PPS Board of Education passed the Portland Public Schools Equity in Public Contracting Policy, 8.50.095-P. The policy has three objectives:

Business Equity: The District will provide professional, supplier, construction and personal service purchasing and contracting opportunities to small businesses that have been historically under-utilized, including businesses owned by people of color, service-disabled veterans and women.

Contractor Workforce Equity: The District will ensure apprenticeship opportunities in the construction trades and will promote construction employment opportunities for people of color and women.

Career Learning Equity: The District will continue to provide career learning opportunities for students, providing them exposure to various potential career paths, including, but not limited to, architecture, engineering and related services, legal and accounting services, as well as building trades and construction work.

DEFINITIONS:

"Certified Business" means:

A company certified by the State of Oregon Certification Office of Business Inclusion and Diversity (COBID) as a Minority Business Enterprise (MBE), a Women Business Enterprise (WBE), business owned by Service Disabled Veteran (SDV), and/or an Emerging Small Business pursuant to Oregon Revised Statutes Chapter 200; and/or

A company certified in the States of Oregon, Washington and California by the U.S. Department of Transportation (U.S. DOT) as a Disadvantaged Business Enterprise (DBE) pursuant to Code of Federal Regulations (CFR) Title 49, Subtitle A, Parts 23 and 26; and/or

A company certified by the State of Washington Office of Minority and Women's Business Enterprises (OMWBE) as a Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) pursuant to Washington Administrative Code: Title 326, Chapter 326-20.

a. Business Equity

Aspirational Goals for the Participation of Certified Businesses:

The Aspirational Goal for the District is as follows: Of the total amount the District pays against the contract resulting from this Contract, 18% or more is paid to a Certified Business. Such payment may be made by the District, its prime contractors or subcontractors.

b. Certified Business Utilization Reporting

The District has implemented an online Certified Business utilization tracking system. This web-based software system facilitates Certified Business utilization reporting for all construction, architecture, engineering, and related services contractors doing business with Portland Public Schools. The system is designed to streamline and automate subcontractor utilization reporting requirements and includes the following key features:

- Automated tracking of Certified Business utilization, using the COBID database

- Online verification of subcontractor payments
- Automated communication with contractors via email regarding reporting status

Prime contractors will be required to use the online system to submit first tier subcontractor data and monthly reports on progress payments to all subcontractors. Subcontractors will be required to use the online system to verify payments received from prime contractors, identify any further tiers of subcontractors, and submit monthly reports on progress payments to their own subcontractors. Prime contractors and subcontractors must access the system at least monthly, when prompted, to manage contract information and provide the required subcontractor and payment information. Prime contractors are responsible for ensuring that all subcontractors comply with the utilization tracking requirements.

The Certified Business utilization tracking system is online at <https://pbs.diversitysoftware.com>. Access information will be provided after contract award.

c. Career Learning Equity

The intent of this objective is to increase the numbers of young people of color and young women in career learning programs.

For contracts \$100,000 and greater, the Contractor will register on the District's Career Learning database and will offer at least two (or at least four, if this Contract has a value greater than \$1,000,000) of the District-specified career learning opportunities for students as described in **Exhibit G**.

d. Contractor Workforce Equity

1) Upon being awarded a District Public Improvement Contract or a District Intergovernmental Agreement for Construction or Public Improvement with a value greater than \$200,000, a Contractor shall be obligated to comply with the District Contractor Workforce Equity protocols as described in **Exhibit H**. The District has contracted with the City of Portland for assistance in program administration and compliance. The Contractor Workforce Equity protocols shall apply to:

- The prime contract; and
- Any subcontract greater than \$100,000.

2) Contractor Workforce Equity Protocols.

- Contractor will ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the contractor and subcontractors on District projects are performed by state-registered apprentices, and
- Contractor will utilize outreach, partnership and recruitment with workforce organizations, trade apprenticeship programs and unions to create an apprenticeship program that reflects the diversity of the Portland metropolitan area.

13. OWNER CONTROLLED INSURANCE PROGRAM

a. Portland Public Schools has implemented an OCIP for the on-site insurance requirements for the work described in this Contract (See Exhibit H). The program includes on-site coverage for the following lines of insurance for all enrolled contractors and sub-contractors:

- 1) Commercial General Liability
- 2) Excess Liability
- 3) Contractors Pollution Liability

b. All contract prices shall EXCLUDE those costs relating to the insurance provided by the OCIP.

c. The duration of the OCIP program would be from the Contract's Notice to Proceed through final acceptance. Off-site coverage is not a part of the OCIP and contractors will be required to provide appropriate evidence of this coverage.

14. SUBCONTRACTS AND OTHER CONTRACTS

a. General Subcontracting Requirements and Business Equity Plan.

- 1) Other than Work performed pursuant to Sections 14.d. or 14.e. of this CM/GC Contract, CM/GC shall subcontract the Work to subcontractors other than the CM/GC and its Affiliates. If CM/GC elects to bid on any Work, CM/GC shall inform District of its intention to do so prior to the bid package release date for public bidding for that Work.
- 2) CM/GC shall comply with the District's Equity in Public Purchasing & Contracting Policy (EPPC Policy).
- 3) The CM/GC's Business Equity Plan (which is incorporated herein by reference) included with CM/GC's proposal to the Request for Proposals which resulted in this CM/GC Contract is hereby made a part of this CM/GC Contract and constitute performance obligations under this CM/GC Contract. The CM/GC shall take the actions specified in CM/GC's proposed Business Equity Plan to subcontract with Certified Businesses, including Minority Business Enterprises (MBE), Women Business Enterprises (WBE), businesses owned by Service Disabled Veterans (SDV) and/or Emerging Small Businesses (ESB), certified by the State of Oregon Certification Office of Business Inclusion and Diversity (COBID) pursuant to Oregon Revised Statutes Chapter 200; and/or

A company certified in the States of Oregon, Washington and California by the U.S. Department of Transportation (U.S. DOT) as a Disadvantaged Business Enterprise (DBE) pursuant to Code of Federal Regulations (CFR) Title 49, Subtitle A, Parts 23 and 26; and/or

A company certified by the State of Washington Office of Minority and Women's Business Enterprises (OMWBE) as a Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) pursuant to Washington Administrative Code, Title 326, Chapter 326-20.

- 4) The CM/GC shall report to District on the results of its Business Equity Plan and good faith efforts of compliance required in Section 14.a.3) following award of all subcontracts. The CM/GC shall also submit monthly reports to District describing its efforts under Section 14.a.3) as a part of its monthly payment application process and listing Work contracted to date with Certified Businesses. In addition to any of the other actions or remedies available to District for CM/GC's failure to comply with Section 14.a.3) or this Section 14.a.4), District may withhold any and all payments otherwise due until the required reporting has been received. District's withholding of payment shall not release CM/GC from its obligation to prosecute the work in a diligent and coordinated manner to avoid delays in the Project.

b. CM/GC's Obligations under Subcontracts.

- 1) No use of a subcontractor or supplier shall relieve the CM/GC of any of its obligations or liabilities under the Contract. Except as may expressly otherwise be provided in the Contract, the CM/GC shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them. The CM/GC shall have sole responsibility for managing and coordinating the operations of its subcontractors and suppliers, including the settlement of disputes with or between the CM/GC and any such subcontractor or supplier.
- 2) The CM/GC shall include in each subcontract and require each subcontractor to include in any lower tier subcontract, all provisions necessary to make all of the provisions of the Contract Documents, including Exhibit A - General Conditions, fully effective as applied to subcontractors. CM/GC shall indemnify District for any additional cost based on a subcontractor claim which results from the failure of CM/GC to incorporate the provisions of this CM/GC Contract in each subcontract. The CM/GC shall provide all necessary Plans, Specifications, and Instructions to its suppliers and subcontractors to enable them to properly perform their work.
- 3) **Retainage from Subcontractors.** Except with the District's prior approval, payments to subcontractors shall be subject to retainage of no more than 5%. The District and the CM/GC shall agree upon a mutually acceptable procedure for review and approval of payments and retainage for subcontractors.
- 4) CM/GC will provide the District's Authorized Representative with a list of subcontractors it has under contract with each invoice submittal and notify the Representative of any changes from the previous list.

c. Subcontractor Selection.

- 1) Unless otherwise provided under this Section 14, the selection of all subcontractors and suppliers shall be made by competitive Offers in a manner that will not encourage favoritism or substantially diminish competition. Absent a written justification prepared by the CM/GC and approved by the District as more particularly provided for in this section, the CM/GC's subcontractor selection process must be "competitive", meaning that the process should include publicly-advertised subcontractor solicitations and be based on a low-bid competitive method, a low-quote competitive method for contracts less than \$100k dollars, or a method whereby both price and qualifications of the subcontractors are evaluated in a competitive environment;
- 2) CM/GC shall submit to District's Authorized Representative its proposed procurement documents for review and comment before they are issued for solicitation. CM/GC shall consider and respond to all District comments regarding any proposed Offer packages. As Offers are received, CM/GC shall submit to the District an Offer comparison in a mutually agreeable form together with any specific back-up documentation requested by District. The competitive process used to award subcontracts by the CM/GC may be monitored by the District's Authorized Representative; provided that such monitoring shall not excuse CM/GC from compliance with the subcontracting requirements of this CM/GC Contract. CM/GC shall cooperate in all respects with District's monitoring. The District's Authorized Representative shall be advised in advance of and be given the opportunity to be present at bid openings, and CM/GC shall provide him or her with a summary or abstract of all bids in form acceptable to the District's Authorized Representative, and copies of particular bids if requested, prior to CM/GC's selection of bids. Prior to opening bids, the CM/GC agrees to disclose in writing to District any financial interest it has in any such subcontractor, supplier or other contracting party whenever such subcontractor, supplier or contracting party intends to compete on any Project work, directly or indirectly, including whether such party is an Affiliate of CM/GC.
- 3) The following minimum requirements apply to the Subcontract solicitation process:
 - i. Solicitations shall be advertised at least ten (10) business days prior to opening in the Daily Journal of Commerce and at least one other newspaper specifically targeted to reach the Certified Business audience. CM/GC also agrees to advertise in a local community newspaper in the area in which the Project is located, in order to allow for local participation in the solicitation process.
 - ii. Unless specific other prior arrangement has been made with District, all bids/quotes/proposals will be written, and submitted to a specific location at a specific time. CM/GC shall time/date-stamp all bids/quotes/proposals as received. Subcontractors must be qualified to perform the Work for this Project by being appropriately registered with the State of Oregon Construction Contractors Board.
 - iii. If fewer than three (3) bids/quotes/proposals are submitted in response to any solicitation (inclusive of any bid submitted by CM/GC), prior written approval by District shall be required to accept a bid.
 - iv. CM/GC may develop and implement a prequalification process in accordance with Oregon Revised Statutes for competitive bidding for particular solicitations, followed by selection of successful bids among those bidders that CM/GC determines meet the prequalification standards, with District's prior written approval of such prequalification process.
 - v. The CM/GC shall comply, and require subcontractor compliance, with the State of Oregon Bureau of Labor & Industries prevailing wage rate requirements. The wage rates that apply to this Project are described in Section C.1. of Exhibit A - General Conditions.
 - vi. District may at its sole discretion, require CM/GC to re-solicit for bids/quotes/proposals based on the same or modified documents.
 - vii. CM/GC and the District, at its' discretion, shall review all bids/quotes/proposals and shall work with bidders to clarify bids, reduce exclusions, verify scope and quantities, and seek to minimize work subsequently awarded via the Change Order process.
 - viii. The CM/GC shall document any and all discussions, questions and answers, modifications and responses to from any bidder and ensure that the same are distributed to all bidders, and District shall be entitled to inspect such documentation on request.
 - ix. If using the low-bid or low-quote competitive method, CM/GC shall determine the lowest responsive and responsible bid/quote for each solicitation that meets CM/GC's reasonable

performance standards for the components of the Work at Issue; provided that if CM/GC determines it is unable to execute a suitable subcontract with such bidder, CM/GC may, with District's prior approval, execute a subcontract with the second-lowest Offeror pursuant to Section 14.c.4) below,

- 4) When the subcontractor selection process for a particular Work package will not be "competitive" as provided for in this section, the process must meet the following requirements:
 - i. The CM/GC must prepare and submit a written justification to the District, explaining the project circumstances that support a non-competitive subcontractor selection process for a particular Work package, including, but not limited to, Emergency circumstances, the CM/GC's need to utilize a key subcontractor member of the CM/GC's project team consistent with the CM/GC's project proposal, the need to meet other specified Contract requirements, the continuation or expansion of an existing subcontractor agreement that was awarded through a "competitive process" along with facts supporting the continuation or expansion of the subcontractor agreement, or a "sole source" justification;
 - ii. For a "sole source" selection of a subcontractor to proceed, the District must evaluate the written justification provided by the CM/GC and must find that critical project efficiencies require utilization of labor, services or materials from one subcontractor; that technical compatibility issues on the project require labor, services or materials from one subcontractor; that particular labor, services or materials are needed as part of an experimental or pilot project or as part of an experimental or pilot aspect of the project; or that other project circumstances exist to support the conclusion that the labor, services or materials are available from only one subcontractor;
 - iii. The CM/GC must provide an independent cost estimate for the Work package that will be subject to the non-competitive process, if required by the District;
 - iv. The CM/GC must fully respond to any questions or comments submitted to the CM/GC by the District; and
 - v. The District must approve the CM/GC's use of the non-competitive subcontractor selection process prior to the CM/GC's pursuit of the non-competitive process.
 - 5) CM/GC shall notify District in writing in advance before award of any proposed subcontract, which notice shall include summaries in a form acceptable to District of all bidders received for the Subcontract at issue. District reserves the right to disapprove any proposed subcontractors, suppliers and Subcontract or supply contract awards, based on legal standards of responsibility. District shall not unreasonably disapprove any proposed subcontractor or supplier and increased costs due to District's disapproval shall be cause for an increase in the GMP. Notification shall be made with suitable time for review and comment/approval by the District before issuance of the Subcontract for execution. The District will notify the CM/GC of any non-approval within 7 calendar days of submitted package.
 - 6) CM/GC's subcontracting records shall not be considered public records; provided, however, that District and other agencies of the State shall retain the right to inspect, audit and monitor the subcontracting process in order to protect the District's interests.
 - 7) **Change of Subcontractors.** Once a subcontract has been accepted by the District and executed by the CM/GC and subcontractor, CM/GC shall not terminate or substitute the subcontractor without prior written approval of the District. In the event a change to the subcontract assignment is made, CM/GC shall initiate a new bid package consistent with this CM/GC Contract to procure a new subcontractor, unless otherwise approved by the District in writing.
- d. **CM/GC Field Work.**
- 1) The CM/GC or its Affiliate(s) may provide CM/GC Field Work required to complete the Project with its own forces, without the necessity of subcontracting such work.
 - 2) Except as provided in Section 14.d.1), any other portion of the Work proposed to be performed by CM/GC or any Affiliate, including without limitation provision of any materials, equipment, or supplies, shall be subject to the provisions of Section 14.e.
- e. **Subcontracting by CM/GC.**
- 1) Authorization: The CM/GC or an Affiliate or subsidiary of the CM/GC may perform or compete with other prospective subcontractors to perform work under this Contract as provided in this section.

- 2) CM/GC Self-Performance or Performance by CM/GC Affiliates or Subsidiaries With Competition. If the CM/GC or an Affiliate or subsidiary of the CM/GC will be included in the subcontractor selection process to perform particular construction Work on the project, the CM/GC must disclose that fact in the selection process documents and announcements. The District must review and approve the conditions, processes and procedures the CM/GC will utilize in that competitive process in order to make the process impartial, competitive and fair. The District will monitor the selection process.
 - 3) CM/GC Self-Performance or Performance by CM/GC Affiliates or Subsidiaries Without Competition. Other than for GC Work, in order for the CM/GC or an Affiliate or subsidiary of the CM/GC to perform elements of the construction Work without competition from subcontractors, the CM/GC must provide a detailed proposal for performance of the Work by the CM/GC or an Affiliate or subsidiary of the CM/GC. If required by the District, the CM/GC's proposal to perform the construction Work must be supported by at least one independent cost estimate prior to the Work being included in the Contract.
 - 4) When subcontracting work is performed by CM/GC, the estimate shall be verified by a 3rd party estimate, and shall be reviewed and approved by the District. Once approved, the cost of work shall be based on GMP pricing format, with a separate schedule of values, and sufficient documentation to validate cost of work. Monthly invoices will be paid based on percentage complete, and reconciled with actual costs on a quarterly basis.
- f. **Unsuccessful Subcontractor Briefing.** Briefing is designed to allow a subcontractor who was not selected by the CM/GC to perform a particular element of the construction Work to obtain specific information from the CM/GC, and meet with the CM/GC to discuss the subcontractor qualification and selection process involved and the CM/GC's subcontractor selection decisions, in order to better understand why the subcontractor was not successful in being selected to perform the particular element of the Work and to improve the subcontractor's substantive qualifications or the subcontractor's methods in competing for elements of the Work for the particular project involved, or for future projects. The briefing meetings may be held with individual subcontractors or, if the subcontractors agree, in groups of subcontractors, with those groups established by bid package or other designation agreed to by the District and the CM/GC. Nevertheless, the CM/GC is not obligated to provide this briefing opportunity unless the CM/GC receives a written request from a subcontractor to discuss the subcontractor qualification and selection process involved. Unless the District and the CM/GC agree on a different schedule, the CM/GC Contract should include provisions:
- 1) Allowing a subcontractor 60 days from the CM/GC's notice of award of a subcontract for a particular Work package to request, in writing, a post-selection meeting with the CM/GC under this section; and
 - 2) Requiring the CM/GC to set a meeting with the subcontractor under this section within 45 days of the subcontractor's written request.
- g. **Protests.** CM/GC, acting as an independent contractor, shall include in the competitive process to award all subcontracts, a protest process for subcontractors and suppliers that are competing Offerors, which process shall be subject to approval by District. CM/GC shall be solely responsible for resolving the procurement protests of subcontractors and suppliers. CM/GC shall indemnify, defend, protect and hold harmless District from and against any such procurement protests and resulting claims or litigation. CM/GC shall act as an independent contractor, and not an agent of District, in connection with any procurement protest. The provisions of this Section 14 are solely for the benefit of District, and do not grant any rights or remedies (including third party beneficiary rights) to any Offeror or other protester, in connection with any procurement protest or claim.

15. ACCOUNTING RECORDS

- a. **Accounting; Access to Project Records.** The CM/GC shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract; the accounting and control systems shall be satisfactory to District. District and District's representatives shall be afforded reasonable and regular access to the CM/GC's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and access to reports generated in Excel and PDF formats by the CM/GC's control software, and other data relating to the Contract, and the CM/GC shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

- b. **Periodic and Final Audits.** District may, at its discretion, perform periodic audits of the Cost of the Work and any other reimbursable costs associated with the Project. District intends to conduct a final audit of reimbursable costs prior to the Contract closeout and final payment application approval. The CM/GC shall cooperate fully with District in the performance of such audits. Disputes over audit findings or conclusions shall be subject to the process set forth in Section 17.d.

16. PROGRESS PAYMENTS

- a. **Integration with General Conditions.** The requirements of this Section 16 and Section 17 are in addition to, and not in lieu of, the requirements of Section E of Exhibit A - General Conditions. In the event of conflict between the provisions of Sections 16 and 17 and Section E, the provision more favorable to District shall control. Without limitation, the provisions of Sections 16.c. and 16.d. shall control over the corresponding provisions of Section E.2.5 of the General Conditions.
- b. **Progress Payments.** Based upon applications for payment submitted pursuant to Section E of the General Conditions, District shall make progress payments on account of the Preconstruction Fee, Cost of the Work, and associated CM/GC Fee, less 5% retainage, to the CM/GC as provided below and elsewhere in the Contract Documents; however, no retainage will be withheld for Preconstruction Services. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. All progress payment requests shall include the forms designated or approved by the District stating that all of the Contractor's obligations to date relating to the Work have been paid, Reference Exhibit E, Conditional and Unconditional Waiver and Release forms.
- c. **Percentage of Completion.** Applications for payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the application for payment. The percentage of completion shall be the lesser of (I) the percentage of that portion of the Work which has actually been completed; or (II) the percentage obtained by dividing (a) the expense that has actually been incurred by the CM/GC on account of that portion of the Work for which the CM/GC has made or intends to make actual payment prior to the next application for payment by (b) the share of the GMP allocated to that portion of the Work in the Schedule of Values.
- d. **Calculation of Payment.** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 1) **Timeliness of Payments:** Undisputed payment owed shall be paid by Owner within Thirty (30) days of receipt of a payment request which meets the requirements of this article.
 - i. **Pre-Construction Phase:**
 - (a) The Preconstruction Fee will be billed on a cost reimbursement basis submitted monthly. Provide backup for each payment application that includes breakdown of labor hours, materials, etc. to justify reimbursement being requested.
 - (b) These billings will not be subject to retainage described in the General Conditions.
 - (c) If upon execution of an Early Work Amendment, the Preconstruction Services are not complete, the Contractor is to submit separate payment applications for pre-Construction Phase Services and Construction Phase Services.
 - ii. **Construction Phase**
 - (a) Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work under the Schedule of Values by the share of the GMP allocated to that portion of the Work in the Schedule of Values. Pending final determination of cost to the District of changes in the Work, amounts not in dispute shall be included;
 - (b) Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored and otherwise in compliance with Section E.2.3 of the General Conditions;
 - (c) With respect to Change Order Work, add markups as allowed by Section D of the General Conditions;

- (d) Add the CM/GC's Fee. The portion of the CM/GC's Fee payable shall be an amount that bears the same ratio to CM/GC Fee as sum of the amounts in the three preceding Clauses bears to the estimated probable Cost of the Work described in Section 7.a., but in no event causing total CM/GC Fee payments to exceed the total CM/GC Fee;
- (e) Subtract the aggregate of previous payments made by and retained by the District;
- (f) Subtract the shortfall, if any, indicated by the documentation required to substantiate prior applications for payment, or resulting from errors subsequently discovered by the District in such documentation;
- (g) Subtract any amounts for which the District's Authorized Representative has withheld or denied payment as provided in the Contract Documents; and
- (h) Subtract 5% retainage on the entire progress payment.

17. FINAL PAYMENT

- a. **Final Payment Accounting.** CM/GC shall submit to District a final detailed accounting of the Cost of the Work together with CM/GC's final application for payment.
- b. **Calculation of Final Payment.** The amount of the final payment shall be calculated as follows:
 - 1) Take the sum of the CM/GC Fee, plus the Preconstruction Fee, plus the actual Cost of the Work substantiated by the CM/GC's final accounting. Said sum shall not exceed the GMP.
 - 2) Subtract amounts, if any, for which the District's Authorized Representative withholds, in whole or in part, approval of payment.
 - 3) Subtract the aggregate of previous payments made by District to CM/GC. If the aggregate of previous payments made by District exceeds the amount due the CM/GC, the CM/GC shall reimburse the difference to District within 30 Days with interest at the rate applicable to District payments under the General Conditions.
- c. **Final Payment Review.** District or its accountants will review and report in writing on the CM/GC's final accounting within 30 Days after delivery of the final accounting by the CM/GC. Based upon such Cost of the Work as District or District's accountants report to be substantiated by the CM/GC's final accounting, and provided the other conditions of the Contract have been met, the District's Authorized Representative will, within 10 Days after receipt of the written report of District's accountants, either issue to District an approval of CM/GC's final application for payment with a copy to the CM/GC or notify the CM/GC and District in writing of the District's Authorized Representative's reasons for withholding approval of any part of the application for payment, which disapproval shall include District's Authorized Representative's estimate of the amount that is due the CM/GC under the application for payment.
- d. **Payment Disputes.** If District's accountants report the Cost of the Work as substantiated by the CM/GC's final accounting to be less than claimed by the CM/GC or if District's Authorized Representative declines to approve any duly submitted payment request by CM/GC, the CM/GC shall be entitled to demand a review by the District's highest contracting authority of the disputed amount. Such demand shall be made by the CM/GC within 30 Days after the CM/GC's receipt of a copy of the rejection of the application for payment; failure to demand additional review within this 30-Day period shall result in the substantiated amount reported by District's accountants becoming binding on the CM/GC. In addition, if District performs a subsequent audit of the Cost of the Work and determines any item therein to have been unsubstantiated or that CM/GC was otherwise overpaid, CM/GC shall have 30 Days after delivery of request for reimbursement by District to demand additional review by District's highest contracting authority; failure to make such demand within this 30 Day period shall result in the requested reimbursement becoming unconditionally due and payable by CM/GC. If CM/GC timely submits a protest, CM/GC's Claim shall be subject to the claims review process in Section D.3 of the General Conditions. Pending a final resolution, District shall pay the CM/GC the amount of the application for payment approved by the District's Authorized Representative.
- e. **Effect of Payment.** Neither approval of an application for payment, a progress payment, release of retainage, final payment, or partial or entire use or occupancy of the Project by the District shall constitute acceptance of work not conforming to the Contract Documents, or waiver of the right to assert overpayment.

18. TERMINATION OR SUSPENSION

- a. **District's Right to Terminate Prior to Execution of GMP Amendment.** Prior to execution by both parties of the GMP Amendment, the District may terminate the Contract at any time without cause. Upon such termination, the amount to be paid to the CM/GC shall not exceed the Preconstruction Fee payable to the date of termination, together with amounts payable for Early Work if an Early Work Amendment has been executed. If District terminates for convenience during the Preconstruction Phase, District shall be entitled to copies of, and shall have the right to use, all work products of CM/GC and its subcontractors performed to the date of termination, and CM/GC shall deliver copies of the same to District on request.
- b. **District's Termination for Convenience after GMP Amendment.** After the GMP Amendment is executed by both parties, the Contract may be terminated by District without penalty for convenience pursuant to Section J.5 of the General Conditions in which case CM/GC shall be entitled to payment of the amount stated in Section 19.a., together with the actual Cost of the Work completed, plus the CM/GC's Fee prorated based on the actual Cost of the Work completed prior to the date of termination, but in any event not in excess of the GMP.
- c. **District's Termination for Cause.** In the event of termination of this CM/GC Contract by District for cause pursuant to Section J.4 of the General Conditions, the amount, if any, to be paid to the CM/GC after application of the General Conditions and District's rights at law shall not exceed the amount the CM/GC would be entitled to receive under Section 19.b.
- d. **CM/GC Termination for Cause.** CM/GC acknowledges that disputes regarding payments and Change Orders may occur as part of the CM/GC process, and that District's declining to pay disputed amounts shall not be grounds for suspension of the Work or termination for cause by CM/GC. If CM/GC terminates the Contract for District's material breach, the amount to be paid to CM/GC shall not exceed the amount CM/GC would have been entitled to receive under Section 17 above through termination and demobilization from the Project, with the CM/GC Fee prorated based on the actual Cost of the Work through the date of termination.
- e. **Assignment of Subcontracts.** Each subcontract and supply contract for any portion of the Work is hereby irrevocably assigned by the CM/GC to the District, provided that such assignment is effective only after termination of the Contract by the District, and only for those subcontracts and supply contracts which the District accepts by notifying the subcontractor/supplier and CM/GC in writing. For those subcontracts and supply contracts accepted by District, if the Work has been suspended for more than thirty (30) business days, the subcontractor's/supplier's compensation shall be equitably adjusted for increases in cost resulting from the suspension. CM/GC shall include a provision in each subcontract and supply agreement whereby the subcontractor/supplier acknowledges District's rights under this Section 18.e. With respect to any subcontracts/supply contracts that are not accepted by District, the provisions of Section J.6.1 of the General Conditions shall apply.

19. REPRESENTATIONS, WARRANTIES AND CERTIFICATIONS

- a. **Representations and Warranties.** CM/GC represents and warrants to District as of the effective date of the Contract:
 - 1) it is qualified to do business as a licensed general contractor under the laws of the State of Oregon, and has all requisite corporate power and corporate authority to carry on its business as now being conducted;
 - 2) It has full corporate power and corporate authority to enter into and perform the Contract and to consummate the transactions contemplated hereby; CM/GC has duly and validly executed and delivered this CM/GC Contract to District and that the Contract constitutes the legal, valid and binding obligation of CM/GC, enforceable against CM/GC in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law);
 - 3) CM/GC's execution and delivery of this CM/GC Contract and the consummation of the transactions contemplated hereby will not conflict with or result in a material breach of any terms or provisions of, or constitute a material default under, (i) CM/GC's Articles of Incorporation or Bylaws; (ii) any note, bond, mortgage, indenture, license, lease, contract, commitment, agreement or other instrument or obligation to which CM/GC is a party or by which CM/GC may be bound; or (iii) any statute, order, writ, injunction, decree, rule or regulation applicable to CM/GC;

- 4) no material consent, approval, authorization, declaration or other order of, or registration or filing with, any court or regulatory authority or any third person is required for the valid execution, delivery and performance of the Contract by CM/GC or its consummation of the transactions contemplated hereby;
- 5) there is no action, proceeding, suit, investigation or inquiry pending that questions the validity of the Contract or that would prevent or hinder the consummation of the transactions contemplated hereby; and
- 6) the CM/GC's Project Manager and Assistant Project Manager identified in Section 4 are duly appointed representatives and each has the authority to bind the CM/GC to any and all duties, obligations and liabilities under the Contract Documents and any Amendments thereto.

b. Tax Compliance Certification.

By signature on this CM/GC Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of CM/GC and that CM/GC 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 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620.

20. NON-DISCRIMINATION CLAUSE

Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.

21. MISCELLANEOUS

- a. **Headings.** The headings used in this CM/GC Contract are solely for convenience of reference, are not part of the Contract and are not to be considered in construing or interpreting the Contract.
- b. **Merger.** The Contract Documents constitute the entire contract between the parties. No waiver, consent, modification or change of terms of the Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract. CM/GC, by signature of its representative, hereby acknowledges that it has read the Contract, understands it and agrees to be bound by its terms and conditions.
- c. **Exemption from Competitive Bidding.** The parties acknowledge that the Contract has been awarded under an exemption from competitive bidding requirements pursuant to ORS 279C.335, as authorized by the PPS Board of Education.
- d. **Foreign Contractor.** The CM/GC shall be domiciled in or registered to do business in the State of Oregon. If the CM/GC is not domiciled in or registered to do business in the State of Oregon, CM/GC shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies, or other regulatory bodies, relative to the resultant Contract. CM/GC shall maintain its legal capacity to perform the services set forth under the Contract.
- e. **Recyclable Products.** The CM/GC shall use recyclable products to the maximum extent economically feasible in the performance of the Contract Work set forth in this document.
- f. **Reporting.** The following reports shall be provided to the District on a monthly basis:
 - 1) A comparison of actual progress with the estimated progress for such point in time stated in the resource loaded master construction schedule
 - 2) A comparison of costs-to-date to budget for each major element of contractually specified project cost
 - 3) A complete log of allowances showing original balance, amount used, and forecasted amount yet to be used.

- 4) A complete change order log
- 5) A summary of project scheduling and milestone achievements. Include summary of key activities and potential risk items for achieving schedule for the next 60 days.
- 6) Safety update
- 7) Subcontractor concerns, claims, and Issues
- 8) Status of compliance with local ordinances and state and federal laws or regulations applicable to performance of the Work and Identified by the parties to be addressed in the Progress Report form
- 9) General overview of status of the Project

Contractor has the power and authority to enter into and perform this Contract. The persons executing this Contract on behalf of Contractor have the actual authority to bind Contractor to the terms of this Contract.

CM/GC

Andersen Construction Company of Oregon, LLC



 Signature

Brian Knudsen, Regional Vice President, Oregon

Printed Name and Title

June 20th, 2019

Date

DISTRICT

School District No. 1J,
 Multnomah County, Oregon



 Cynthia Le
 Chief Financial Officer

Date 7-3-2019

PAYMENT METHOD: The District's preferred method of payment is by electronic payment (ePayables), a form of credit card payment. Upon invoice approval, a credit card account number will be provided to you which will allow you to access the funds as a credit card payment. Any fees charged by your credit card processor are your sole responsibility.

An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces exposure to check fraud. The District will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

If you are willing and able to accept payment via credit card as noted above, please check yes.

YES NO

If "yes" checked: Unless otherwise specified, ePayables information will be sent to the email address on the first page of this contract. To send ePayables information to an alternate address, please note it here:

EXHIBIT A

PORTLAND PUBLIC SCHOOLS

GENERAL CONDITIONS FOR

CM/GC CONTRACTS

GENERAL CONDITIONS FOR CONSTRUCTION MANAGER/GENERAL CONTRACTOR

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A.1 DEFINITION OF TERMS

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

ARCHITECT/ENGINEER, means the Person appointed by the District to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of District (under which District may delegate responsibilities of the District's Authorized Representative to the Architect/Engineer).

BENEFICIAL OCCUPANCY, means the point in time where the District will occupy a portion of the work for its intended use as defined by Substantial Completion, but prior to the Substantial Completion of the entirety of the Work (as in Phased Project completion).

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

CHANGE REQUEST, means an approved eBuilder process or a written request issued by the CM/GC or the District's Authorized Representative to the CM/GC.

CLAIM, means a demand or assertion in writing by one of the parties seeking, as a matter of contract, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and CM/GC arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

CONTRACT, means the written agreement between the District and the CM/GC comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, The "Contract Documents" are enumerated in the Construction Contract between District and CM/GC ("Contract") and consist of the Contract, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, additions or deletions to, material changes in, or general interest explanations of a Solicitation Document ("Addenda") (other than Addenda relating to bidding requirements) issued prior to the bid, other documents listed in the Contract, and Modifications issued after execution of the Contract. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by CM/GC. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by CM/GC shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

CONTRACT SCHEDULE, The "Contract Schedule" is the graphical representation of the practical plan for carrying out the Work and completing the Work within the Contract Time as set forth in the Contract Documents. The Contract Schedule provides a list of intended events and times to complete each event as set forth in the Contract Documents.

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

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

DIRECT COSTS, means, unless otherwise provided in the Contract Documents:

- (1) Cost of labor, including:
 - (a) Social security
 - (b) Old age and unemployment insurance
 - (c) Fringe benefits required by agreement or custom
 - (d) Worker's compensation insurance
 - (e) Project specific insurance
 - (f) Additional costs of field personnel directly attributable to the Work.
- (2) Cost of materials, including:
 - (a) Sales tax
 - (b) Cost of delivery
 - (c) Expendable materials
- (3) Equipment
 - (a) Equipment rental costs
 - (b) All tools and machinery required for execution of the work
 - (c) Expendable items of equipment
- (4) Bond premiums

DISTRICT, means Portland Public Schools acting by and through the governmental entity identified in the Solicitation Document.

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

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

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

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

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

OFFER, means an offer to complete a specific scope for a set price in connection with an invitation to bid and a proposal in connection with a request for proposals.

OFFEROR, means an entity that submits an Offer in connection with an invitation to bid and a proposer in connection with a request for proposals.

OVERHEAD, means those items which may be included in the CM/GC's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), expenses of CM/GC's offices at the job site (e.g. job trailer) including expenses of personnel staffing the job site office, and Commercial General Liability Insurance and Automobile Liability Insurance.

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

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

PROJECT, means the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by District and by separate Contractors.

PROJECT SITE, means the property upon which the Project lies and District's property that surrounds the Project, extending to the District's property boundary.

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

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

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

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

SUBCONTRACTOR, means a Person having a direct contract with the CM/GC, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the District accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Includes, but not limited to, meeting all requirements of the AHJ for the District to occupy and use the building for its intended use.

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

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

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

A.2 SCOPE OF WORK

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

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

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

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A.4.1 It is understood that the CM/GC, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The District will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the CM/GC as a result of the CM/GC's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the District, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- A.4.2 District shall make available to CM/GC, and CM/GC shall study, the results of such test borings and information that District has concerning subsurface conditions and site geology. CM/GC shall inform District of any other site investigation, analysis, study, or test conducted by or for CM/GC or its agents and shall make the results available to District upon District's request.

- A.4.3 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, CM/GC shall have the duty to make inquiry of the District and Architect/Engineer (through the eBuilder RFI process) as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.4 Any design errors or omissions noted by the CM/GC shall be reported promptly to the District's Authorized Representative (through the eBuilder RFI process), including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules and regulations.
- A.4.5 If the CM/GC believes that additional cost or Contract Time is involved because of clarifications or instructions issued by the District's Authorized Representative in response to the CM/GC's notices or requests for information, the CM/GC must submit a written request to the District's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than twenty (20) business days after receipt by CM/GC of the clarifications or instructions issued. If the District's Authorized Representative denies CM/GC's request for additional compensation, additional Contract Time, or other relief that CM/GC believes results from the clarifications or instructions, the CM/GC may proceed to file a Claim under Section D.3, Claims Review Process. If the CM/GC fails to perform the obligations of Sections A.4.1 to A.4.3, the CM/GC shall pay such costs and damages to the District as would have been avoided if the CM/GC had performed such obligations.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. CM/GC represents and warrants that it is not an officer, employee or agent of the District.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

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

A.7 GOVERNMENT EMPLOYMENT STATUS

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

**SECTION B
ADMINISTRATION OF THE CONTRACT**

B.1 DISTRICT'S ADMINISTRATION OF THE CONTRACT

- B.1.1 The District's Authorized Representative will provide administration of the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The District's Authorized Representative will act on behalf of the District to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the District's Authorized Representative may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.
- B.1.2 The District's Authorized Representative will visit the site at intervals appropriate to the stage of the CM/GC's operations (1) to become generally familiar with and to keep the District informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the District against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The District's Authorized Representative will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The District's Authorized Representative will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the District and CM/GC shall endeavor to communicate with each other through the District's Authorized Representative or designee about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the CM/GC. Communications by and with separate CM/GCs shall be through the District's Authorized Representative.
- B.1.4 Based upon the Architect/Engineer's evaluations of the CM/GC's Application for Payment, or unless otherwise stipulated by the District's Authorized Representative, the Architect/Engineer will review and certify the amounts due the CM/GC and will issue Certificates for Payment in such amounts.

B.2 CM/GC'S MEANS AND METHODS; MITIGATION OF IMPACTS

- B.2.1 The CM/GC shall supervise and direct the Work, using the CM/GC's best skill and attention. The CM/GC shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the CM/GC shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the CM/GC determines that such means, methods, techniques, sequences or procedures may not be safe, the CM/GC shall give timely written notice to the District's Authorized Representative and shall not proceed with that portion of the Work without further written instructions from the District's Authorized Representative. If the CM/GC is then instructed to proceed with the required means, methods, techniques, sequences, or procedures, the District shall be solely responsible for any loss or damage arising from those District required means, methods, techniques, sequences, or procedures.
- B.2.2 The CM/GC is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The CM/GC is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The CM/GC shall enforce strict discipline and good order among CM/GC's employees and other persons carrying out the Work. The CM/GC shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, CM/GC shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.
- B.3.2 The CM/GC is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the CM/GC's expense.
- B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the District's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the District's Authorized Representative does not relieve the CM/GC of responsibility for the Work in accordance with the Contract Documents. The review by District or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind is limited to a review for adequacy for the Work and is not approval for use by CM/GC in violation of any patent or other rights of any person or entity.
- B.3.4 CM/GC shall furnish adequate facilities, as required, for the District's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The CM/GC shall furnish Samples of materials for testing by the District's Authorized Representative and include the cost of the Samples in the Contract Price.
- B.3.6 CM/GC shall provide materials in sufficient quantities on hand at such times as to insure uninterrupted progress of Work and shall store materials properly and protect materials as required.
- B.3.7 For all materials and equipment specified or indicated in the Drawings, CM/GC shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. CM/GC shall furnish incidental items not indicated on Drawings, nor mentioned in the Specifications, that can be legitimately and reasonably inferred to belong to the Work described, or necessary in good practice to provide a complete

assembly or system, as though itemized here in every detail. In all instances, CM/GC shall install material and equipment in strict accordance with each manufacturer's most recent published recommendations and specifications. CM/GC shall be responsible for appropriately sequencing the Work and for verification of suitability of prior work before subsequent construction activities.

- B.3.8 The CM/GC shall coordinate submittal approvals and place orders for materials and/or equipment so that delivery of same will be made without delays to the Work. CM/GC shall, upon District's reasonable request, provide documentary evidence that orders have been placed.
- B.3.9 If the District elects to conduct an independent review, monitoring, inspection, or other oversight of the CM/GC's performance of any or all of the Work under the contract, the CM/GC will fully cooperate with the independent reviewer selected by the District

B.4 PERMITS

CM/GC shall obtain and pay for all necessary licenses and trade permits for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. CM/GC shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. CM/GC shall give all requisite notices to public authorities. The CM/GC shall pay all royalties, taxes, tariffs, and license fees. The CM/GC shall defend, indemnify, and hold harmless from loss, on account thereof, the District and its employees and agents from all suits or claims for infringement of any patent or other proprietary rights to the extent associated with design elements for which the CM/GC is responsible.

B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS

- B.5.1 CM/GC shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, CM/GC expressly agrees to comply with the following as applicable:
- (1) Title VI and VII of Civil Rights Act of 1964, as amended;
 - (2) Section 503 and 504 of the Rehabilitation Act of 1973, as amended;
 - (3) the Health Insurance Portability and Accountability Act of 1996;
 - (4) the Americans with Disabilities Act of 1990, as amended;
 - (5) ORS Chapter 659A; as amended
 - (6) all regulations and administrative rules established pursuant to the foregoing laws; and
 - (7) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- B.5.2 CM/GC shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and
- (1) CM/GC shall not discriminate against a subcontractor in awarding a subcontract because the subcontractor is 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, as those terms are defined in ORS 200.005 (ORS 279A.110.)
 - (2) If CM/GC is performing work as a landscape contractor as defined in ORS 671.520(2), CM/GC must have a current, valid landscape contractor's license issued under ORS 671.560.
 - (3) If CM/GC is performing work as a Contractor as defined in ORS 701.005(2), CM/GC must have a current, valid construction contractor's license issued under ORS 701.026.
 - (4) CM/GC shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
 - (5) CM/GC will notify the Owner immediately if any license, permit, or certification required for performance of this Contract will cease to be in effect for any reason.
- B.5.3 Unless contrary to federal law, CM/GC shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with PPS-49-0200(c)(U) (reference ORS 701.035 to 701.055) at the time they submit their bids to the CM/GC.

- B.5.4 Unless contrary to federal law, CM/GC shall certify that each landscape contractor, as defined in PPS-49-0230 (reference ORS 671.520(2)), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to PPS-49-0230 (reference ORS 671.560).
- B.5.5 The following notice is applicable to Contractor or CM/GC who performs excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.
- B.5.6 Because the Work will include demolition work, pursuant to PPS-49-0200(c)(C) (reference ORS 279C.510) the CM/GC shall salvage or recycle construction and demolition debris, if feasible and cost effective.
- B.5.7 Failure to comply with any or all of the requirements of B.5.1 through B.5.6 shall be a breach of Contract and constitute grounds for Contract termination. CM/GC will bear all costs arising from Work performed that it knew, or through exercise of reasonable care should have known, was contrary to any applicable laws, ordinance, rules, or regulations.

B.6 SUPERINTENDENCE /PROJECT MANAGEMENT

- B.6.1 CM/GC shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the District and who shall represent the CM/GC on the site and who will be empowered to obligate the CM/GC. Directions given to the superintendent by the District's Authorized Representative shall be confirmed in writing to the CM/GC. The Superintendent shall be fluent in both written and verbal English and be able to effectively communicate with the District's Representatives
- B.6.2 The Superintendent, Project Manager and Project Engineer/Assistant Project Manager (if applicable) shall not be removed from the Project by the CM/GC without the prior written authorization of the District. Requests to replace personnel must be made a minimum of thirty (30) calendar days prior to the proposed date of replacement. Authorization shall not be unreasonably withheld.
- B.6.3 CM/GC shall at all times enforce strict discipline and good order among its subcontractors and employees and shall not employ or work any unfit person, or anyone not skilled in work assigned to that person. District may require the CM/GC to permanently remove any of its officers, agents, employees, or subcontractors from all District properties in cases where District determines in its sole discretion that removal of such is in District's best interests. CM/GC shall not employ any person whom the District may deem incompetent or unfit on the Project except with the prior written consent of the District. District may require removal and replacement of any or all construction superintendents, project managers, foreman, or other staff from the Project upon ten (10) business days written notice to the CM/GC.
- B.6.4 CM/GC shall maintain at least one (1) set of reports on the Project prepared by CM/GC's employee(s) present on site, and which includes following information: a brief description of all Work performed on that day; a summary of all pertinent events and/or occurrences on that day including records of all tests and inspections; a list of all subcontractor(s) working on that day; ; the time Work commenced and ended; weather conditions; accidents or injuries; and Work progress made for that day ("Daily Job Reports"). CM/GC shall keep the Daily Job Reports current in eBuilder and in good order and shall make current copies available to District upon request.

B.7 INSPECTION

- B.7.1 District's Authorized Representative and project team shall have safe access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the District's Authorized Representative and its' designees at its discretion. The District's Authorized Representatives will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the District's Authorized Representative, shall be removed and replaced at the CM/GC's expense.
- B.7.3 CM/GC shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction. Unless otherwise provided, the CM/GC shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the District, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The CM/GC shall give the District's Authorized Representative no less than 48 hours notice of when and where tests and inspections are to be made so that the District's Authorized Representative(s) may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the CM/GC and promptly delivered to the District's Authorized Representative(s).

- B.7.4 As required by the Contract Documents, Work done or material used without inspection or testing by the District's Authorized Representative(s) may be ordered removed at the CM/GC's expense.
- B.7.5 If directed to do so any time before the Work is accepted, the CM/GC shall uncover portions of the completed Work for inspection. After inspection, the CM/GC shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the District's Authorized Representative, the uncovering and restoration shall be done at the CM/GC's expense. If the Work uncovered is acceptable and was done with sufficient notice to the District's Authorized Representative(s), the uncovering and restoration will be paid for as a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the District's Authorized Representative's and Architect/Engineer's services and expenses, shall be at the CM/GC's expense.
- (1) CM/GC shall be granted one (1) re-Inspection for each inspection required by the Contract Documents. Additional inspections required beyond the initial and re-inspection shall be the responsibility of the CM/GC. The District's Testing and Inspection firm shall not unreasonably require re-inspections.
- B.7.7 When the United States government participates in the cost of the Work, or the District has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the CM/GC, through the District's Authorized Representative.

B.8 SEVERABILITY

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

B.9 ACCESS TO RECORDS

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

B.10 WAIVER

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

B.11 SUBCONTRACTS AND ASSIGNMENT

- B.11.1 CM/GC shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions, and to assume toward the CM/GC all of the obligations and responsibilities which the CM/GC assumes toward the District thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by CM/GC and approved in writing by District. Where appropriate, CM/GC shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level. CM/GC shall include assignment provisions in each subcontract as indicated in the termination provisions set forth in these General Conditions.

- B.11.2 At District's request, CM/GC shall submit to District prior to their execution either CM/GC's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If District disapproves such form, CM/GC shall not execute the form until the matters disapproved are resolved to District's satisfaction. District's review, comment upon or approval of any such form shall not relieve CM/GC of its obligations under this Agreement or be deemed a waiver of such obligations of CM/GC.
- B.11.3 CM/GC shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the District. No such written approval shall relieve CM/GC of any obligations of this Contract, and any transferee shall be considered the agent of the CM/GC and bound to perform in accordance with the Contract Documents. CM/GC shall remain liable as between the original parties to the Contract as if no assignment had occurred.
- B.11.4 CM/GC shall first notify District prior to any change in the name or legal nature or status of CM/GC's entity. District shall determine if CM/GC's intended change is permissible while performing this Contract.

B.12 SUCCESSORS IN INTEREST

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

B.13 DISTRICT'S RIGHT TO DO WORK

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

B.14 OTHER CONTRACTS

In all cases and at any time, the District has the right to execute other contracts related to or unrelated to the Work of this Contract. District shall indemnify, defend, and hold CM/GC and its affiliated companies harmless from all claims, loss, and damage, including without limitation, injuries and/or death to contractor's employees, to the extent that District's separate contractors caused the claim, loss, or damage while working on the project site. CM/GC shall implement a safety program that shall apply to the Project. Owner shall require all separate contractors, their employees, lower-tier contractors and their employees performing work on the Project to comply with the applicable safety protocols including attendance at orientation, required safety clothing and practices on the jobsite. The CM/GC of this Contract will fully cooperate with any and all other contractors without additional cost to the District in the manner described in section B.13. Specifically and without limitation,

- (1) CM/GC shall coordinate and work in conjunction with the District and District's third party consultants to proactively commission the Project in preparation of Owner occupancy and acceptance.
- (2) CM/GC shall provide District with a copy of all written communications between CM/GC and District's consultants at the same time as that communication is made to such consultants, including, without limitation, all requests for information, correspondence, submittals, notices, and change order proposals. CM/GC shall confirm oral communications in writing.
- (3) CM/GC is liable for costs incurred by District for professional services for interpretations or decisions of matters where the information sought is equally available to the party making the request.

B.15 GOVERNING LAW

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

B.16 LITIGATION

Any Claim between District and CM/GC that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall

be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of defense or immunity, whether sovereign immunity, governmental immunity, or otherwise, from any claim or from the jurisdiction of any court. CM/GC BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.

B.17 ALLOWANCES

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

B.17.2 Unless otherwise provided in the Contract Documents:

- (1) allowances shall cover the cost to the CM/GC of materials and equipment delivered at the site and all required taxes
- (2) CM/GC's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances;
- (3) Unless District requests otherwise, CM/GC shall provide to District a proposed fixed price for any allowance work prior to its performance.
- (4) Work will only begin on allowances after approval has been issued by the District.

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

B.18.1 The CM/GC shall prepare and keep current, for the approval of District's Authorized Representative, a schedule and list of submittals which is coordinated with the CM/GC's construction schedule and allows the Architect/Engineer reasonable time, but in no case less than ten (10) business days, to review submittals. District reserves the right to approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

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

B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the CM/GC proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer or District is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer or District, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the CM/GC as required by the Contract Documents. The Architect/Engineer's or District's review of the CM/GC's submittals shall not relieve the CM/GC of its obligations under the Contract Documents. The Architect/Engineer's or District's review of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer or District is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned without action.

B.18.3 The CM/GC shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the District or of separate CM/GCs. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the CM/GC may be returned without action.

- (1) CM/GC shall be granted one (1) resubmittal review for each submittal required by the Contract Documents. Additional reviews required beyond the initial submittal and re-submittal shall be the responsibility of the CM/GC if the initial submittal or any subsequent submittal does not comply with the Contract Documents. A/E shall not unreasonably require re-submittals. The District reserves the right to make the final determination if a re-submittal is required or if CM/GC may proceed by incorporating A/E's comments.

- B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the CM/GC represents that the CM/GC has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- B.18.5 The CM/GC shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer. CM/GC shall be responsible to provide submittals for A/E and District review in a timely manner to allow sufficient time for review and comment. Delay claims associated with submittals lacking appropriate review time allowances shall not be considered.
- B.18.6 The Work shall be in accordance with approved submittals except that the CM/GC shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's or District's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the CM/GC has specifically informed the Architect/Engineer and District in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by District authorizing the deviation. The CM/GC shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by any review or approval thereof.
- B.18.7 In the event that District elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by District on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the District's Authorized Representative.

B.19 SUBSTITUTIONS

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

B.20 USE OF PLANS AND SPECIFICATIONS

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

B.21 FUNDS AVAILABLE AND AUTHORIZED

District reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the District's appropriation or limitation.

B.22 NO THIRD PARTY BENEFICIARIES

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

B.23 RULES REGARDING CONTACT WITH THE PRESS AND PUBLICATIONS

CM/GC shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one (1) year of Project completion without District's prior written authorization. CM/GC shall not post or publish any textual or visual representations of the Project without approval of District.

SECTION C
WAGES, LABOR, AND PAYMENT

C.1 PREVAILING WAGE RATES ON PUBLIC WORKS

- C.1.1 This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Each worker the CM/GC, subcontractor or other person who is party to the contract uses in performing all or part of the Contract must be paid not less than the applicable prevailing rate of wage for each trade or occupation as defined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon. The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The Prevailing Wage Rates for Public Works Projects in Oregon, the PWR Apprenticeship Rates, and any amendments to the PWR rates or Apprenticeship rates. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml.
- C.1.2 This Contract is ____/is not ____ also subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Notwithstanding Section C.1.1 of this Section, if this Contract is also subject to payment of prevailing wages under the Davis-Bacon Act, CM/GC and any subcontractors must pay the higher of the federal prevailing wage rate or the state prevailing wage. The latest federal prevailing wage rates can be reviewed electronically at <http://www.wdol.gov/Index.aspx> (Search for Oregon, Multnomah County, Building Construction Type). Contractors shall follow all prevailing wage rules including posting the Davis Bacon Poster at the worksite and submitting certified payroll records. The poster is available at <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>. The payroll form is at <http://www.dol.gov/whd/forms/wh347instr.htm>.
- C.1.3 The applicable prevailing wages under subsections C.1.1 and, if applicable, C.1.2, will be those in effect on the start of the Construction Phase as described in Section 3.b of the CM/GC Contract, and shall be incorporated by reference in the GMP Amendment or, if applicable, the Early Work Amendment.
- C.1.4 During the Construction Phase, CM/GC and all Subcontractors will keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
- C.1.5 The District will pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee will be paid to the Commissioner under the administrative rule of the Commissioner.
- C.1.6 CM/GC or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it will post notice describing such plans in a conspicuous and accessible place in or about the Project during the Construction Phase. The notice will contain information on how and where to make claims and where to obtain future information.

C.2 PAYROLL CERTIFICATION; ADDITIONAL RETAINAGE; FEE REQUIREMENTS

- C.2.1 In accordance with ORS 279C.845, the CM/GC and every Subcontractor shall submit written certified statements to the District's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the CM/GC or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the CM/GC or the Subcontractor that the CM/GC or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the CM/GC or Subcontractor's best knowledge and belief. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the CM/GC or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.
- The CM/GC and Subcontractors shall preserve the certified statements for a period of six (6) years from the date of completion of the Contract.
- C.2.2 Pursuant to PPS-49-0820(6), the District shall retain 25 percent of any amount earned by the CM/GC on this public works project until the CM/GC has filed the certified statements required by section C.2.1. The District shall pay to the CM/GC the amount retained under this subsection within 14 days after the CM/GC files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

C.2.3 Pursuant to PPS-49-0820 (reference ORS 279C.845(8)), the CM/GC shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the District the certified statements required by C.2.1. Before paying any amount retained under this subsection, the CM/GC shall verify that the first-tier Subcontractor has filed the certified statement, Within 14 days after the first-tier Subcontractor files the required certified statement the CM/GC shall pay the first-tier Subcontractor any amount retained under this subsection.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

C.3.1 Pursuant to PPS-49-0220(c) (reference ORS 279C.505) and as a condition to CM/GC's performance hereunder, the CM/GC shall:

- (1) Make payment promptly, as due, to all persons supplying to CM/GC labor or materials for the prosecution of the Work provided for in this Contract.
- (2) Pay all contributions or amounts due the State Industrial Accident Fund from such CM/GC or Subcontractor incurred in the performance of the Contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. CM/GC will not assign any claims that CM/GC has against District, or assign any sums due by District, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the District.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (5) Demonstrate that an employee drug testing program is in place as follows:

(A) CM/GC represents and warrants that CM/GC has in place at the time of the execution of this contract, and shall maintain during the term of this Contract, a qualifying employee drug testing program for its employees that includes, at a minimum, the following:

- i. a written employee drug testing policy,
- ii. required drug testing for all new subject employees or, alternatively, required testing of all subject employees every 12 months on a random selection basis, and
- iii. requested testing of a subject employee when the CM/GC has reasonable cause to believe the subject employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a "qualifying employee drug testing program". For the purposes of this section, an employee is a "subject employee" only if that employee will be working on the project job site.

(B) CM/GC shall require each Subcontractor providing labor for the Project to

- i. require that the Subcontractor's subject employees participate in a drug testing policy that meets or exceeds requirements of 5 A (above).

C.3.2 Pursuant to PPS-49-0200 (reference ORS 279C.515), and as a condition to District's performance hereunder, CM/GC agrees:

- (1) If District becomes aware that CM/GC has failed, neglected or refused to make prompt payment of any claim for labor or services furnished to the CM/GC or a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the District may pay the claim and charge the amount of the payment against funds due or to become due CM/GC under this Contract within ten (10) business days written notice to CM/GC. Payment of claims in this manner shall not relieve the CM/GC or the CM/GC's surety from obligation with respect to any unpaid claims. Notwithstanding any other remedies available to the District,
- (2) If the CM/GC or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) Days after receipt of payment from District or a CM/GC, the CM/GC or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-Day period that payment is due under PPS-49-0200(c)(R) (reference ORS 279C.580(3)) and ending upon final payment, unless payment is subject to a good faith dispute as defined in PPS-49-0200(c)(R) (reference ORS 279C.580). The rate of interest charged to the CM/GC or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-Day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) Days after the date when payment was received from District or from the CM/GC, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.

- (3) If the CM/GC or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction CM/GCs Board, unless payment is subject to a good faith dispute as defined in PPS-49-0200(c)(R) (reference ORS 279C.580). Every contract related to this Contract shall contain a similar clause.

C.3.3 Pursuant to PPS-49-0200(M) (reference ORS 279C.545) Construction workers employed by the CM/GC or its Subcontractor will be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the CM/GC or Subcontractor within 90 days from the completion of the Contract, providing the CM/GC or Subcontractor has:

- (1) Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work, and
- (2) Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

C.3.4 Pursuant to PPS-49-0200(c)(R) (reference ORS 279C.580), CM/GC shall include in each subcontract for property or services entered into by the CM/GC and a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

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

C.3.5 All employers, including CM/GC, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CM/GC shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to PPS-49-0200(c)(J) (reference ORS 279C.530), and as a condition to District's performance hereunder, CM/GC shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such CM/GC, all sums of which the CM/GC agrees to pay for such services and all moneys and sums which the CM/GC has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to District's performance hereunder, CM/GC shall comply with ORS 279C.520 and 279C.540, as amended from time to time and incorporated herein by this reference:

Pursuant to PPS-49-0140(3) except as otherwise provided in an applicable collective bargaining agreement with a labor organization, CM/GC shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten 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, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

- (1) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; and

- (2) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (3) For all Work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
- (4) The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. CM/GC shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

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

C.6 PAY EQUITY; EMPLOYEE DISCUSSIONS OF RATE OF PAY OR BENEFITS

CM/GC shall comply with ORS 279C.520(1)(b) and (c):

- (1) CM/GC shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the District to terminate the contract for cause.
- (2) CM/GC may not prohibit any of the CM/GC's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.

SECTION D CHANGES IN THE WORK

D.1 CHANGES IN WORK

- D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the District's Authorized Representative, and then only in a manner consistent with the Change Order provisions of this Section D.1 and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained. Documentation of the proposed change must include: Unit breakdown of the labor and material, applicable allowances, mark-ups, overhead & profit, taxes, freight, and other direct costs.
- D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the District's Authorized Representative may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All Change Order Work shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:
- (1) Modification of specifications and design.
 - (2) Increases or decreases in quantities.
 - (3) Increases or decreases to the amount of Work.
 - (4) Addition or elimination of any Work item.
 - (5) Change in the duration of the project.
 - (6) Acceleration or delay in performance of Work.
 - (7) Deductive changes.

Subcontractor buy out will not be considered a change in work. Change order mark ups shall only apply to material changes in the contract documents.

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

Adjustments in compensation shall be made under the provisions of D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other Indirect costs, unless otherwise agreed to by Owner.

When a CM/GC considers that the District has effected or may effect a change in the Contract that has not been Identified as such in writing and signed by the District, it is necessary that the CM/GC notify the District in writing as soon as possible. This will permit the District to evaluate the alleged change and:

- (1) Confirm that it is a change, direct the mode of further performance, and plan for its funding;
- (2) Countermand the alleged change; or
- (3) Notify the CM/GC that no change is considered to have occurred.

D.1.3 The District and CM/GC agree that adjustments to or deletions from the Work shall be administered and compensated according to the following:

- (1) *Unit pricing* may be utilized at the District's option when unit prices or solicitation alternates were provided that established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.
- (2) If the District elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, *fixed pricing* may be used for adjustments to or deletions from the Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is started whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in D.1.3(3) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded Cost and price data relating to adjustments to or deletions from the Work shall be supplied by the CM/GC to District upon request, but District shall be under no obligation to make such requests.
- (3) In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a *cost reimbursement* basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the CM/GC's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the CM/GC's or Subcontractor's own forces:

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

Total mark up for multi-tier Subcontracts shall not exceed 20%. Payments made to the CM/GC shall be complete compensation for Overhead, profit, and all costs that were incurred by the CM/GC or by other forces furnished by the CM/GC, including Subcontractors, for adjustments to or deletions from the Work pursuant to a Change Order. District may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written authorization from District in the form of a Change Order. CM/GC shall not be required to complete such additional Work without additional authorization.

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of a Change Request must be agreed upon by the parties before the execution of the Change Order unless District's Authorized Representative authorizes CM/GC to start the Work before agreement on Contract Time adjustment. CM/GC shall submit any request for additional compensation (and additional Contract Time if CM/GC was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of the Change Request. If CM/GC's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) day time limit, CM/GC's requests pertaining to that change are barred. The thirty (30) day time limit for making requests shall not be extended for any reason, including without limitation CM/GC's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by District. If the District's Authorized Representative denies CM/GC's request for additional compensation or adjustment of Contract Time, CM/GC may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

D.1.5 If any Change Order Work under Section D.1.3 causes an increase or decrease in the CM/GC's cost of, or the Contract Time required for the performance of, any other part of the Work under this Contract, the CM/GC must submit a written request to the District's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of the Change Request by CM/GC.

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

If the District's Authorized Representative denies the CM/GC's request for additional compensation or an extension of Contract Time, the CM/GC may proceed to file a Claim under Section D.3, Claims Review Process.

- D.1.6 No request or Claim by the CM/GC for additional costs or an extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. CM/GC agrees to submit its final payment application within sixty (60) business days after Substantial Completion, unless written extension is granted by District. CM/GC shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with District or any other person of matters arising out of or relating to the Contract. If CM/GC fails to submit its final payment application within sixty (60) business days after Substantial Completion, and CM/GC has not obtained written extension by District, all requests or Claims for additional costs or an extension of Contract Time shall be waived.
- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The CM/GC is notified that numerous changes may be required and that there will be no compensation made to the CM/GC directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

- D.2.1 Delays in construction include "Avoidable Delays", which are defined in Section D.2.1(1), and "Unavoidable Delays", defined in Section D.2.1(2). Further, "Concurrent Delays" are defined in Section D.2.1(3) and "Offsetting Delays" defined in Section D.2.1(4).
- (1) Avoidable Delays include any delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the CM/GC or its Subcontractors.
 - (2) Unavoidable Delays include delays other than Avoidable Delays that are:
 - (A) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The CM/GC shall notify the District's Authorized Representative Immediately of differing site conditions before the area has been disturbed. The District's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If CM/GC and the District's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section D.1.5 for Change Order Work. If the District's Authorized Representative disagrees that a differing site condition exists and denies CM/GC's request for additional compensation or Contract Time, CM/GC may proceed to file a Claim under Section D.3, Claims Review Process.
 - (B) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the CM/GC or its Subcontractors.

- (C) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the CM/GC, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A 20 day Weather Delay scheduling activity will be included in the Contract Schedule to mitigate weather delays that meet contract definition of weather delay to be used at the agreement of the CM/GC and Owner. The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information. The CM/GC may submit a request for a weather delay, for review and consideration by the District, for weather that causes 1) the District to issue District Headquarter closures, 2) weather that does not allow materials, related to a critical path activity, to be installed per the manufacturer's requirements, or 3) weather conditions jeopardize the safety of project personnel.
- (3) Concurrent Delays occur when more than one Avoidable or Unavoidable Delay occur within a time frame where all or part of their durations overlap. The cumulative effect of the overlapping delays results in a total impact to the Project duration less than or equal to the cumulative sum of the individual delays or greater than or equal to the longer of the two Delays.
- (4) Offsetting Delays occur when an Avoidable and/or an Unavoidable Delay occur within a time frame where all or part of their durations overlap. In some cases, Offsetting Delays occur where overlapping delays are incurred by both the District and the CM/GC, where the period of overlapping time negates any impact to the Project from the delays during that time frame. The impact of the overlap is that the total impact of the delays is lessened due to the delays happening at, to some extent, the same time and therefore the project is only impacted once. The overall impact of Offsetting Delays is equal to or less than the impact of the longer of the two delays.
- D.2.2 Except as otherwise provided in ORS 279C.315, CM/GC shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.
- D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, CM/GC may be entitled to the following:
- (1) CM/GC may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.
- (2) CM/GC may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.
- (3) In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1, CM/GC shall submit a written notification of the delay to the District's Authorized Representative within five (5) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, how the delay impacts the project's critical path, an analysis of whether the critical path can be revised to recover or partially recover the delay, and the anticipated additional Contract Time or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the CM/GC shall submit to the District's Authorized Representative, a complete and detailed request and justification for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the District's Authorized Representative denies CM/GC's request for additional compensation or adjustment of Contract Time, the CM/GC may proceed to file a Claim under Section D.3, Claims Review Process.
- (4) If CM/GC does not timely submit the notices required under this Section D.2., then unless otherwise prohibited by law, CM/GC's Claim shall be barred.
- D.2.4 When submitting a request for compensation under D.2.3, CM/GC and the District shall take into account the cumulative impacts of Concurrent and Offsetting Delays that occurs within the same time frame the request for compensation covers.
- D.2.5 All requests for compensation under this section shall require the CM/GC to submit a detailed Time Impact Analysis as outlined in the Specifications.

D.3 CLAIMS REVIEW PROCESS

D.3.1 All CM/GC Claims shall be referred to the District's Authorized Representative for review. CM/GC's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by CM/GC to the District's Authorized Representative within five (5) business days after a denial of CM/GC's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these General Conditions. Within twenty (20) business days after the initial Claim, CM/GC shall submit to the District's Authorized Representative, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived.

D.3.2 The Detailed Notice of the Claim shall be submitted in writing by CM/GC and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the CM/GC will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the District's Authorized Representative. The District's Authorized Representative and the District will not consider direct claims from Subs, suppliers, manufacturers, or others not a party to this Contract. CM/GC agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against District.

D.3.3 The District's Authorized Representative will review all Claims and take one or more of the following preliminary actions within ten (10) business days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the CM/GC; (2) inform the CM/GC and District in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

D.3.4 The District's Authorized Representative's decision shall be final and binding on the CM/GC unless appealed by written notice to the District within fifteen (15) business days of receipt of the decision. The CM/GC must present written documentation supporting the Claim within fifteen (15) business days of the notice of appeal. After receiving the appeal documentation, the District shall review the materials and render a decision within twenty (20) business days after receiving the appeal documents. All appeals of decisions made by the District's Authorized Representative will be reviewed by the Executive Director of the Office of School Modernization.

D.3.5 The decision of the District shall be final and binding unless the CM/GC delivers to the District its requests for mediation, which shall be a non-binding process, within ten (10) business days of the date of the District's decision. The mediation process will be considered to have commenced as of the date the CM/GC delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within forty (40) business days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this forty (40) day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

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

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

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

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

E.1.1 The Schedule of Values shall be of sufficient detail and organization to interface with the District's accounting and funding structure.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 District shall make progress payments on the Contract monthly as Work progresses. Prior to the submission of each monthly Application for Payment, CM/GC shall submit and obtain District's approval of a progress schedule update. Payments shall be based upon estimates of Work completed, as indicated in the approved progress schedule update, and the Schedule of Values. All payments shall be approved by the District's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. District shall pay to CM/GC interest on the progress payment, not including retainage, due the CM/GC. The interest shall commence thirty (30) Calendar Days after the receipt of invoice ("application for payment") from the CM/GC or fifteen (15) Calendar Days after the payment is approved by the District's Authorized Representative, whichever is the earlier date. The rate of interest shall be equal to the that established in PPS-49-0840 Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, District shall so notify the CM/GC within ten (10) business days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the CM/GC within five (5) business days of being notified by the District, shall not cause a payment to be made later than specified in this section unless interest is also paid. If the defective or improper application for payment is not corrected by the CM/GC within five (5) business days after notification, the District will reject the application for payment for these reasons and the CM/GC will then be required to resubmit the corrected application for payment with a new application number. Accrual of interest will be postponed when payment on the principal is delayed because of disagreement between the District and the CM/GC.

E.2.2 CM/GC shall submit to the District's Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor, including payments to Subcontractors. Applications for payment shall include all information required by District or District's Authorized representative and shall be supplemented with all additional information requested before the request for payment will be processed. CM/GC shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total.

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

- (1) The request for stored material shall be submitted at least twenty five (25) business days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (2) The CM/GC shall submit applications for payment showing the quantity and cost of the material stored. The application for payment will include the address of the bonded warehouse where the materials are being stored, the location identification inside the warehouse, any warehouse location identification number associated with the stored materials, and photos showing the materials in the warehouse.

- (3) The material shall be stored in a bonded warehouse and District's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (4) Payments shall be made for materials only as part of a line item on the schedule of values. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of storage and said inspection shall be borne solely by the CM/GC.
- (5) Within fifty (50) Business Days of the application for payment, the CM/GC shall submit evidence of payment covering the material stored.
- (6) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
- (7) All required documentation must be submitted with the respective application for payment.

E.2.4 Notwithstanding other parts of this Contract, the District reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the District's opinion to protect the District from loss including but not limited to:

- (1) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
- (2) third party claims or fines, including governing agency or regulatory entity, filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the District is provided by the CM/GC;
- (3) failure of the CM/GC to make payments properly to Subcontractors or for labor, materials or equipment (in which case District may issue checks made payable jointly to District and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2(1));
- (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (5) damage to the District or another contractor;
- (6) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (7) failure to carry out the Work in accordance with the Contract Documents;
- (8) failure to provide or obtain District's approval of a monthly progress schedule update;
- (9) failure to maintain updated Record Documents;
- (10) failure to provide certified payroll reports as required elsewhere in this Contract

E.2.5 CM/GC's applications for payment may not include requests for payment for portions of the Work for which the CM/GC does not intend to pay to a Subcontractor or material supplier.

E.2.6 The CM/GC warrants to District that title to all Work covered by an application for payment will pass to the District no later than the time of payment. The CM/GC further warrants that upon submittal of an application for payment all Work for which payments are received from the District shall be free and clear of liens, claims, security interests or encumbrances in favor of the CM/GC, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

E.2.7 If CM/GC disputes any determination by District's Authorized Representative with regard to any application for payment, CM/GC nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve CM/GC of any of its obligations hereunder.

E.2.8 The CM/GC will reconcile payment amounts to actual costs for General Conditions and self-performed work on a monthly basis. Adjustments to the pay applications will be made to reflect actual allowable contract costs incurred.

E.3 PAYROLL CERTIFICATION REQUIREMENT

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

E.4 RESERVED

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with PPS-49-0140(3) (reference ORS 279C.550 to 279C.580):

- (1) District may reserve as retainage from any progress payment an amount not to exceed five percent (5%) of the payment. As Work progresses, District may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the District's sole opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the CM/GC, which application shall include written approval of CM/GC's surety; except that when the Work is 97-1/2 percent completed the District may, at its discretion and without application by the CM/GC, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the CM/GC, District shall respond in writing within a reasonable time.
- (2) In accordance with the provisions of PPS-49-0140(3) (reference ORS 279C.560) and any applicable administrative rules, CM/GC may request in writing:
 - (A) to be paid amounts which would otherwise have been retained from progress payments where CM/GC has deposited acceptable bonds and securities of equal value with District or in a custodial account or other mutually-agreed account satisfactory to District, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of District;
 - (B) that retainage be deposited in an interest bearing account, established through the State Treasurer for state agencies, in a bank, savings bank, trust company or savings association for the benefit of District, with earnings from such account accruing to the CM/GC; or
 - (C) that the District allow CM/GC to deposit a surety bond for the benefit of District, in a form acceptable to District, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under PPS-49-0140(3) (reference ORS 279C.550 to ORS 279C.625).
 - (D) Where the District has accepted the CM/GC's election of option (A) or (B), District may recover from CM/GC any additional costs incurred through such election by reducing CM/GC's final payment. Where the District has agreed to CM/GC's request for option (C), CM/GC shall accept like bonds from Subcontractors and suppliers on the project from which CM/GC has required retainages.
- (3) The retainage held by District shall be included in and paid to the CM/GC as part of the final payment of the Contract Price. The District shall pay to CM/GC interest at the rate of one and one-half percent per month on the final payment due CM/GC, interest to commence thirty (30) Calendar Days after the Work under the Contract has been completed, accepted and invoiced in accordance with the terms of this Agreement. CM/GC shall notify District in writing when the CM/GC considers the Work complete and District shall, within fifteen (15) Calendar Days after receiving the written notice, either accept the Work or notify the CM/GC of Work yet to be performed on the Contract. If District does not within the time allowed notify the CM/GC of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) Calendar Days after the end of the 15-Day period.
- (4) In accordance with the provisions of PPS-49-0200(1)(c)(P) (reference ORS 279C.560), District shall reduce the amount of the retainage if the CM/GC notifies the controller of the District that the CM/GC has deposited in an escrow account with a bank or trust company, in a manner authorized by the District's Authorized Representative, bonds and securities of equal value of a kind approved by the District's Authorized Representative.

E.5.2 As provided in subsections C.2.2 and C.2.3, retainage in the amount of 25% of amounts earned shall be withheld and released in accordance with PPS-49-0820(6) (reference ORS 279C.845(7)) when the CM/GC fails to file certified statements as required by section C.2.1 shall be in addition to any retainage withheld as a part of this Section E.5.

E.6 FINAL PAYMENT

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

- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the CM/GC submits to the District's Authorized Representative, (1) a notarized affidavit/release of liens and claims in a form satisfactory to District that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the District or the District's property might be responsible or encumbered (less amounts withheld by District) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the District, (3) a written statement that the CM/GC knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the District, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the District. If a Subcontractor refuses to furnish a release or waiver required by the District, the CM/GC may furnish a bond satisfactory to the District to indemnify the District against such lien. If such lien remains unsatisfied after payments are made, the CM/GC shall refund to the District all money that the District may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- E.6.3 Acceptance of final payment by the CM/GC, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

SECTION F

JOB SITE CONDITIONS

F.1 USE OF PREMISES

CM/GC shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the District's Authorized Representative. CM/GC shall follow any and all instructions or requirements regarding the use of premises given by the District's Authorized Representative. CM/GC shall not use or disturb District's property, materials or documents except for the purpose of responding to District's request for proposal or invitation to bid or pursuant to completion of the Work under this Contract. CM/GC shall treat all documents as confidential and shall not disclose such documents without approval from District. Any unauthorized disclosure of documents or removal of District property will be deemed a substantial breach of this Contract. CM/GC shall bear sole responsibility for any liability including, but not limited to, attorneys' fees, resulting from any action or suit brought against District as a result of CM/GC's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.

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

- F.2.1 CM/GC shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the District's Authorized Representative, District's workers, school staff, administrators, students, general public and property from injury or loss arising in connection with this Contract. CM/GC shall remedy acceptably to the District, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the District. CM/GC shall adequately protect adjacent property as provided by law and the Contract Documents. If any person suffers physical injury or property damage arising from the Work, regardless of the cause, the party shall immediately give notice of such injury or damage, whether or not insured, to District and CM/GC with sufficient detail to enable District and any other party affected to investigate the matter.
- F.2.2 CM/GC shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. CM/GC shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. CM/GC shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the District's Authorized Representative. The District's Authorized Representative has no responsibility for Work site safety. Except as provided in B.2.1, work site safety is solely the responsibility of the CM/GC.
- F.2.3 CM/GC shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. CM/GC shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the CM/GC damages any property, the CM/GC shall at once notify the property owner and make, or arrange to make, full restitution. CM/GC shall report, immediately in writing, to the District's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

- F.2.4 CM/GC is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.
- F.2.5 CM/GC shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the CM/GC, without special instruction or authorization from the District's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the District's Authorized Representative. Any compensation claimed by the CM/GC on account of emergency work shall be determined in accordance with Section D.
- F.2.7 CM/GC shall protect and preserve established benchmarks and monuments and shall not change locations of benchmark and monuments without District's or agency having jurisdiction's prior written approval. CM/GC shall replace any benchmark or monument that is lost or destroyed subsequent to proper notification of the District and with the District's approval at CM/GC's sole cost.
- F.2.8 Prior to the commencement of the Work, CM/GC shall review the Project site with the District in detail and identify the area of the Work, staging areas, connections or interfacing with existing structures and operations, and restrictions on the Work site area. CM/GC shall ensure that all work forces on the Project Site are instructed about the acceptable working and staging areas and restrictions on use of the site. CM/GC, with advance consent of the District, shall erect such barriers and devices as are necessary to restrict access within the Work site to authorized areas and to prevent unauthorized access to non-Work areas.
- F.2.9 Utility Locates: CM/GC will be responsible to locate existing utilities and underground facilities that are indicated in the Contract Documents or that are known or reasonably should be known to exist in the proximity to the Work. CM/GC shall provide timely notice and locate requests with any affected utility or through contact with appropriate notification centers before commencing excavation or demolition Work that CM/GC knows, or reasonably should know, is in proximity to such utilities or facilities. CM/GC assumes the sole risk and will be responsible for all delay and expense arising out of CM/GC's failure to do so.
- F.2.10 This Contract and all individual contracts and purchase orders incorporate by this reference District's safety policies current as of the date of commencement of Work, which have been or will be made available to CM/GC. CM/GC shall schedule and attend a preconstruction meeting with District. CM/GC, as a condition to commencement of the Work, shall instruct all personnel of CM/GC and its subcontractors, prior to their performing any of the Work, of the elements of these policies with which the personnel will be required to comply. A copy of the CM/GC's safety program for the project will be submitted as part of the formal submittal process to the District's Authorized Representative for review and comment.
- F.2.11 In addition to the policies identified above, CM/GC shall review with all subcontractors the methods, materials, tools, and equipment to be used to verify their compliance with all safety standards and laws and CM/GC shall comply with them, to ensure safe, hazard-free conditions for all persons visiting or working on the entire Project Site and District's adjoining facilities. CM/GC shall implement and maintain a safety program that is specifically adapted for the Project and complies with all applicable requirements of Oregon OSHA. CM/GC shall furnish a copy of the safety program to District before commencing Work.
- F.2.12 CM/GC shall maintain good housekeeping practices to reduce the risk of fire damage and shall make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.
- F.2.13 CM/GC shall ensure that all existing or operating systems, utilities, existing on-site services and access avenues are on and in operating condition before leaving the Project Site each day. If any system, utility, or access avenue is not operable, CM/GC shall notify District before CM/GC leaves the Project Site that day.

F.3 CUTTING AND PATCHING

- F.3.1 CM/GC shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other CM/GCs or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 CM/GC shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then CM/GC shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.
- F.3.3 CM/GC shall not endanger any Work performed by it or anyone else by cutting, excavating, or otherwise altering Work and shall not cut or alter Work of any other contractor except with consent of District.

F.4 CLEANING UP

The CM/GC shall be responsible to maintain a clean and orderly jobsite at all times in order to promote a safe and efficient work environment. Should the jobsite fall into a state of disorder, the District may order the CM/GC to, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work and bring the jobsite to a state of cleanliness and order deemed satisfactory by the District's Representative. If CM/GC fails to do so within twenty-four (24) hours after written notification by the District, the work may be done by others and the cost charged to the CM/GC and deducted from payment due the CM/GC. Any directive by the District's Representative shall not relieve the CM/GC in any way or manner for the safety of the jobsite for construction workers or the public.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 CM/GC will be held responsible for and shall indemnify, defend, with counsel agreed upon by both parties whose agreement shall not be unreasonably withheld, and hold harmless District from and against any costs, expenses, damages, claims, and causes of action (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of CM/GC or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140), but only to the extent that such costs, expenses, claims, or causes of action result from (1) spills, releases, discharges, or leaks of hazardous substances brought on the project site, or produced on the project site, by CM/GC or its personnel, agents, or subcontractors; or (2) spills, releases, discharges, or leaks resulting from the CM/GC's or its personnel's, agents', or subcontractors' defective work, negligence, recklessness, or failures to perform in accordance with the contract documents. Nothing in this section F.5.1 shall limit CM/GC's responsibility for obtaining insurance coverages required under Section G.3 of these General Conditions, and CM/GC shall take no action that would void or impair such coverages. To the extent Owner or its subcontractors bring hazardous substances to the project site or produce hazardous substances at the project site, the Owner shall indemnify and hold harmless the CM/GC from any such cleanup costs, fines, penalties, or other damages, unless the harm is caused by the CM/GC's, or its personnel's, agents', or subcontractors' defective work, negligence, recklessness, or failure to perform in accordance with the contract documents.

- (1) CM/GC agrees to promptly contain, minimize and dispose of such spills, releases, discharge or leaks to the satisfaction of District and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the District and be performed by properly qualified personnel.
- (2) CM/GC shall obtain the District's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as defined in Section F.6.1. Notwithstanding such written consent from the District, the CM/GC, at all times, shall:
 - (A) properly handle, label, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
 - (B) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which CM/GC has brought onto the Work site; and
 - (C) promptly clean up, without cost to the District, such spills, releases, discharges, or leaks to the District's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.
- (3) With respect to Hazardous Materials to be used during the course of the Work, the CM/GC will implement and enforce a program to inventory and properly store and secure all Hazardous Materials that may be used or present on the Project site, maintain available for inspection at the Project site all material safety data sheets, and comply with all regulations required by law for the storage, use, and disposal of Hazardous Materials. The program must provide for notification of all personnel of potential chemical hazards. Review of these hazards must be included in the CM/GC's safety training program.

F.5.2 CM/GC shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed therein. Upon discovery, regardless of quantity, CM/GC must telephonically report all releases to the District. A written follow-up report shall be submitted to District within twenty four (24) hours of the telephonic report. Such written report shall contain, as a minimum:

- (1) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- (2) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.

- (3) Exact time and location of release, including a description of the area involved.
- (4) Containment procedures initiated.
- (5) Summary of communications about the release CM/GC has had with members of the press or State officials other than District.
- (6) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (7) Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the CM/GC (reference F.5 Environmental Contamination), CM/GC shall immediately notify District of any hazardous substance(s) which CM/GC discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S

In addition to notifying District of any hazardous substance(s) discovered or encountered, CM/GC shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well-being of CM/GC's or any Subcontractor's work force.

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

F.6.3 Asbestos Abatement. The Work under this Contract may include removal and abatement of asbestos (and proper transportation and disposal). All such Work shall be performed in compliance with the plans and specifications if it is determined that hazardous materials need to be abated. This Work (if required) shall be performed by an asbestos abatement contractor licensed under ORS 468A.720 employing Oregon Certified Asbestos Workers and a Certified Asbestos Supervisor shall be on site at all times asbestos abatement Work is being performed. All federal, state and local laws, statutes, regulations, administrative rules, ordinances, standards, directives and other legal requirements, and all rules and regulations pertaining to the safe removal of asbestos, including but not limited to those of the Oregon Department of Environmental Quality (DEQ), the federal Environmental Protection Agency (EPA), and OSHA, and other authorities having jurisdiction, shall be complied with at all times. CM/GC shall provide District with air sampling records (including clearance sampling documentation) before the commencement of any construction or abatement activities as well as at completion of the asbestos abatement Work. CM/GC shall include these asbestos provisions and requirements in any subcontract(s) related to the asbestos abatement Work.

F.6.4 Lead and Other Hazardous Material Abatement. The Work under this Contract may also include removal and abatement (and proper transportation and disposal) of all other hazardous materials or substances (not covered by Section F.6.3) from the Project site as necessary for full legal compliance, including but not limited to lead. Proper identification, assessment, notifications, handling, testing, certifications, removal, transportation and disposal are the responsibility of CM/GC. All applicable federal, state and local laws, statutes, regulations, administrative rules, ordinances, standards, directives and other legal requirements shall be complied with at all times, including but not limited to those of DEQ, EPA and OSHA. All such Work shall be performed in compliance with the applicable plans and specifications being prepared by the Architect.

F.7 SECURITY AND SCHOOL SITE BEHAVIOR

F.7.1 The CM/GC, its officers, agents and subcontractors, shall comply with District's policies and requirements to obtain, display, and return identification badges at any time while they are present on District's property. As required by schools and other District locations, District may require personnel to sign in before entering District properties.

F.7.2 **Unsupervised Contact with Students; Criminal Background Checks.** This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

CHOOSE ONE:

- (1) CM/GC will have no direct, unsupervised contact with students in the performance of this contract.
- CM/GC shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
 - CM/GC will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
 - CM/GC, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
 - If CM/GC is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then CM/GC shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
 - CM/GC must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
 - A violation of these provisions is grounds for immediate termination of this Contract by the District.

OR

- (2) Performance under this Contract may require or cause CM/GC to have direct, unsupervised contact with students. As required by ORS 326.603, **CM/GC must undergo a finger-print based criminal background check before beginning work under this Contract.**
- CM/GC authorizes District to obtain information about CM/GC and its history and to conduct a criminal background check, including fingerprinting, of any CM/GC officers, employees, or agents who will have unsupervised contact with students. CM/GC shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
 - CM/GC shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to CM/GC under this Contract, unless CM/GC elects to pay such fees directly.
 - After completion of the criminal background check, CM/GC will be provided with a District badge.
 - CM/GC must wear the badge provided by the District while on District property or in the presence of District students.

F.7.3 The CM/GC, its officers, agents, employees, and subcontractors, shall comply with the following District Rules while on District property:

- (1) No Smoking. Smoking or other use of tobacco and marijuana is prohibited on all District property.
- (2) No use of controlled substances. District's property sites are all designated drug-free zones, which designation is enforced by the Portland Police Bureau.
- (3) No Weapons or Firearms. Weapons and firearms are prohibited on District's property.
- (4) Conduct will be appropriate for a school site and in accordance with District policies. CM/GC, its officers, agents, employees, and subcontractors, shall not engage in profanity or verbal or physical contact with neighbors, students, or faculty.
- (5) Swearing or cursing on District Property is prohibited.

F.7.4 Student Privacy. As required by the Family Educational Rights and Privacy Act, 20 USC 1232(g) ("FERPA"), and ORS 326.565, CM/GC shall not disclose any information or records regarding students or their families that CM/GC may learn or obtain in the course and scope of its performance of this Contract. The parties recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records for at least five (5) years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, personally identifiable information obtained by CM/GC in the performance of this Contract may not be re-disclosed to third parties without the written consent of the student's parent/guardian and the District and must be used only for the purposes identified in this Contract.

F.8 FORCE MAJEURE

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

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

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

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

- (1) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1.2 to the extent that the CM/GC could or should have reasonably prevented it,
- (2) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects to the extent that the Contract could or should have reasonably prevented it,
- (3) any failure of the CM/GC to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the CM/GC, or any breach of any agreement, representation or warranty of the CM/GC contained in the Contract Documents or in any subcontract,
- (4) the negligent acts or omissions of the CM/GC, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and
- (5) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

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

G.1.4 The obligations of the CM/GC under this section G.1 shall not extend to the liability of the Architect or the Architect's consultants, agents, and any employees arising out of the preparation or approval of maps, drawings, recommendations, reports, surveys, Change Orders, designs or specifications. CM/GC will not take direction or instructions directly from the Architect.

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

G.2.1 The CM/GC will provide performance and payment bonds as required by the CM/GC Contract.

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

G.2.3 Pursuant to ORS 279C.605, any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.

G.2.4 The CM/GC will:

- (1) File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2) (7) or (8).
- (2) Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8). The CM/GC may require one or more Subcontractor(s) to furnish payment and performance bonds covering the faithful performance of the particular subcontract, purchase order or similar agreement and the payment of obligations arising there under. In the event such bonds are furnished pursuant to this Subparagraph, the District shall pay the CM/GC the cost of such bonds as part of the cost of work, subject to the Guaranteed Maximum Price. If mutually agreed in writing, CM/GC may elect to provide Subcontractor Default Insurance ("SDI") in lieu of performance and payment bonds for Subcontractors it may employ. Such SDI shall provide coverage against losses directly caused by the default of performance and/or payment of a subcontractor under the terms and conditions of its subcontract. SDI shall be considered as part of the Cost of the Work, subject to the Guaranteed Maximum Price.
- (3) In the event that District directs the CM/GC to not procure SDI or bonds for subcontractors for the Project and in the event a subcontractor or supplier of CM/GC affected by that direction fails to perform or defaults in accordance with its subcontract, purchase agreement, or purchase order for the Project, all costs arising out of the failure or default of any subcontractor or supplier shall be a reimbursable Cost of the Work. CM/GC shall be entitled to, and within 30 days of CM/GC's tender of such costs to District, be granted a Change Order by the District in the amount of such costs arising out of the failure of performance or default of such subcontractor or supplier and granted a reasonable Increase in the Contract time to account for any schedule impacts arising out of the default. If the Work is performed on a GMP basis, the District will also increase the GMP by the amount of such costs in the Change Order.

G.3 INSURANCE

G.3.1 OCIP Insurance and Indemnity Provision

- (1) The Owner of this project has elected to purchase an Owner Controlled Insurance policy (OCIP) naming it, as well as other designated Contractors, and subcontractors as named insureds and for certain risks associated with the project as set forth by the Owner. The OCIP policy is currently under development and the Owner will engage CM/GC in discussions regarding the policy and coverages prior to finalization. The Enrollment process will be defined by the policy and detailed through documents which will be made available by the OCIP Administrator. Contractors and subcontractors are considered to be enrolled in the OCIP upon the issuance of a Certificate of Enrollment. OCIP enrollment must take place prior to commencement of work performed on the project. All Contractors and Subcontractors shall be enrolled in the OCIP through the OCIP Administrator.
- (2) Risks covered and not covered by the OCIP will be listed in the Program insurance policy. District shall file a copy of each completed policy with the CM/GC prior to execution of the GMP Amendment or before any on-site work begins, whichever occurs first, to allow CM/GC to review the content of the policy. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to CM/GC. The District shall provide CM/GC with evidence of coverage and a policy endorsement identifying CM/GC, its subsidiaries, and its subcontractors/vendors as additional insureds as their interest may appear regarding work performed on the Project. It is the CM/GC's responsibility to review the policy and obtain any desired legal review and analysis it deems appropriate and in its judgment necessary regarding the Program.
- (3) CM/GC agrees to furnish appropriate information, as detailed by the OCIP Administrator, about all subcontractors that will perform work on the project on behalf of the CM/GC. CM/GC shall incorporate these terms into all construction subcontracts and assure each Subcontractor's compliance with the requirements of the OCIP, and/or in the Contract Documents for the term of each subcontract. All eligible Subcontractors shall be enrolled in the OCIP Wrap Program.

- (4) CM/GC agrees to follow and complete all enrollment procedures and Insurance cost reporting procedures. CM/GC shall exclude from bids the full cost of CM/GC's own CGL insurance. The OCIP Administrator shall review all insurance bid deduct information, and identify CM/GC's minimum reduction in insurance costs ("Insurance Credit") due to eligibility for the OCIP Coverages. Subsequent change order proposals shall be submitted exclusive of all CGL insurance costs, and CM/GC shall identify an additional Insurance Credit following the same procedure identified above. At the end of the work and if CM/GC's Insurance Credit was calculated based on CM/GC's initially reported payroll, Owner reserves the right to audit CM/GC's actual payroll and a final adjusted Insurance Credit may be calculated by the OCIP Administrator.
- (5) CM/GC acknowledges receipt of OCIP Contractor Guidebook/Manual, included as an attachment to the Contract, and agrees to perform provisions set forth.
- (6) CM/GC and District agree to waive their rights to subrogation on behalf of their insurers against each other. This includes, but is not limited to builders' risk and workers' compensation insurance. CM/GC and District shall waive all rights against each other for damages that are otherwise covered under the applicable insurance.
- (7) CM/GC's indemnity obligations shall apply in the event that the OCIP does not in fact fully protect, defend and indemnify Owner, CM/GC and other indemnified parties. CM/GC's indemnity obligations are excess to the OCIP coverage and shall not take effect until and unless the insurance provided under the OCIP is exhausted, inapplicable to the particular claims or otherwise unavailable. In the event that the OCIP is exhausted, inapplicable or unavailable, CM/GC's indemnity obligations shall immediately be triggered. CM/GC's obligations to defend and indemnify Owner, and other indemnified parties shall exist whether or not there is available insurance coverage.

G.3.2. CM/GC's Insurance Requirements Outside of the OCIP Program. CM/GC agrees to have all required coverage that CM/GC must have by law. In addition, the following coverages will be in place for protection if CM/GC is not enrolled in the OCIP program or whenever working off the project site.

- (1) **Required Coverage.** Without waiver of any other requirement of the Contract Documents, the CM/GC will provide, pay for, and maintain in full force and effect at all times during the performance of the Work until final acceptance of the Work or for such further duration as required, the following policies of insurance issued by a responsible carrier. All of the CM/GC's insurance carriers shall be rated A VII or better by A.M. Best's rating service, unless otherwise approved by the Owner.
 - (A) Workers' Compensation. Workers' compensation coverage sufficient to meet statutory liability limits.
 - (B) Employer's Liability. The CM/GC shall purchase and maintain employer's liability insurance in addition to its workers' compensation coverage with at least the minimum limits in section G.3.4 below.
 - (C) Commercial General Liability. The CM/GC shall purchase and maintain commercial general liability ("CGL") insurance for off-site exposures on an occurrence basis, written on ISO Form CG 00 01 (12/04 or later) or an equivalent form approved in advance by the Owner. CGL coverage shall include all major coverage categories including bodily injury, property damage and products/completed operations coverage. The CGL insurance will also include the following: (1) separation of insureds; (2) incidental medical malpractice; and (3) per-project aggregate for premises operations.
 - (D) Professional Liability/Errors and Omissions. To the extent that the CM/GC accepts design or design/build responsibilities, the CM/GC shall purchase and maintain professional liability/errors and omissions insurance or cause those Subcontractors providing design services do so.
 - (E) Automobile Liability. The CM/GC shall purchase and maintain automobile liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by the Owner. The automobile liability insurance shall include pollution liability coverage resulting from vehicle overturn and collision.

G.3.3 **Limits.** The insurance required by this exhibit shall be written for at least the limits of liability specified in this Section or required by law, whichever is greatest.

Workers' Compensation.	Statutory Limits
Employer's Liability.	
Each Accident:	\$1,000,000
Each Bodily Injury Disease:	\$1,000,000
Aggregate Bodily Injury Disease:	\$1,000,000
Commercial General Liability.	
Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Fire Damage Limit:	\$ 100,000
Medical Expense Limit:	\$ 5,000
Automobile Liability.	
Combined Single Limit:	\$ 1,000,000
Professional Liability/Errors & Omissions.	
Single Limit:	\$1,000,000
Aggregate:	\$1,000,000

G.3.4 **Additional Insureds.** The CM/GC's third-party liability insurance policies shall include the Owner and its officers, employees, agents, volunteers, partners, successors, and assigns as additional insureds. The policy endorsement must extend premise operations to the additional insureds. The additional insured endorsement for the CGL insurance must be written on ISO Form CG 2010 (11/85), a CG 2037 (07/04) together with CG 2033 (07/04), or the equivalent; but shall not use the following forms: CG 20 10 (10 93) or CG 20 10 (03 94).

G.3.5 **Joint Venture.** If the CM/GC is a joint venture, the joint venture shall be a named insured for the liability insurance policies.

G.3.6 **Primary Coverage.** For off-site coverage, and activities not covered by the OCIP, the CM/GC's insurance shall be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the Owner or the Architect including any property damage coverage carried by the Owner. CM/GC's insurance shall apply separately to each insured against whom a claim is made or suit is brought. The CM/GC's insurance shall not include any cross-suit exclusion or preclude an additional insured party from asserting a claim as a third party.

G.3.7 **CM/GC's Failure to Maintain Insurance.** If the CM/GC for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of the Contract and the Owner, at its sole discretion, may suspend or terminate the Contract pursuant to Section J of the General Conditions. The Owner may, but has no obligation to, purchase such required insurance, and without further notice to the CM/GC, the Owner may deduct from the Contract Sum any premium costs advanced by the Owner for such insurance. Failure to maintain the insurance coverage required by this exhibit shall not waive the CM/GC's obligations to the Owner

G.3.8 **Certificates of Insurance.** The CM/GC shall supply to the OCIP Administrator and/or Owner Certificates of Insurance (COI) for the insurance policies described in this exhibit prior to the commencement of the Work and before bringing any equipment or construction personnel onto the Project site.

(1) Additional Certificates. To the extent that the CM/GC's insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the CM/GC with reasonable promptness in accordance with the CM/GC's information and belief.

(2) Prohibition Until Certificates Received. The Owner shall have the right, but not the obligation, to prohibit the CM/GC and its Subcontractors from entering the Project site until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this exhibit) are received and approved by the OCIP Administrator or Owner.

(3) Deductibles/Self-Insured Retentions. Payment of deductibles or self-insured retention is a Cost of the Work within the Guaranteed Maximum Price and does not justify a Change Order. Satisfaction of all self-insured retentions or deductibles applicable to policies obtained by the CM/GC or its subcontractors under this Contract will be the sole responsibility of the CM/GC.

G.3.9 Subcontractor Insurance. If the CM/GC and subcontractors are not enrolled in an OCIP program, the CM/GC shall cause each Subcontractor to purchase and maintain in full force and effect policies of insurance as specified in this exhibit, except for coverage limits, which will be agreed upon between the Owner and the CM/GC. The CM/GC will be responsible for the Subcontractors' coverage if the Subcontractors fail to purchase and maintain the required insurance. The CM/GC will furnish copies of certificates of insurance establishing coverage for each Subcontractor.

G.3.10 Limitations on Coverage.

- (1) No insurance provided by the CM/GC under this exhibit will be required to indemnify the Owner, the Architect, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own negligence, but will require indemnity to the extent of the fault of the CM/GC or its agents, representatives, or Subcontractors.
- (2) The obligations of the CM/GC under this exhibit shall not extend to the liability of the Architect or its consultants for (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving or failure to give directions or instructions, to the extent that the directions, or failure to provide directions, are the cause of the injury or damage.
- (3) By requiring insurance, the Owner does not represent that coverage and limits will necessarily be adequate to protect the CM/GC. Insurance in effect or procured by the CM/GC will not reduce or limit the CM/GC's contractual obligations to indemnify and defend the Owner for claims or suits that result from or are connected with the performance of the Contract.

G.3.11. Property Insurance

(1) Builder's Risk.

As applicable to the project, Owner shall provide builder's risk insurance for the Project covering physical loss or damage to the Work in the amount of the total Project sum. Such insurance shall cover the work, false work, temporary structures, all supplies and materials furnished in connection therewith and destined to become a part of the Work, and shall include some limited amount of off-site storage and transit coverage.

If such builder's risk insurance has a deductible, the CM/GC shall be responsible for the first \$10,000 under the deductible. The remainder of such deductible, if any, shall be the responsibility of the first named insured on the policy.

Should Owner decide not to provide builder's risk insurance, Owner shall immediately notify CM/GC of such decision and allow CM/GC to procure builder's risk insurance. The Owner shall also allow CM/GC to submit a Change Order to Owner for the reimbursement of the cost of builder's risk insurance as procured by the CM/GC.

Any claim against the builders risk insurance policy must be made in accordance with, and is subject to, Section D.3 of these General Conditions ("Claims Review Process")

- (2) **CM/GC's Responsibility.** CM/GC must provide insurance for its own machinery, tools, equipment, or supplies that are not to become a part of the Project.

SECTION H
SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence on this Contract. The CM/GC shall at all times carry on the Work diligently with required crew sizes, without delay and punctually fulfill all requirements herein. CM/GC shall commence Work on the site within ten (10) business days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents. The District shall have the right to accelerate the completion date of the Work, which may require the use of overtime to the extent such overtime is not required to achieve Substantial Completion. Such accelerated Work shall be subject to the Change Order process of Section D.1. In the event that overtime or other acceleration is required to achieve the Substantial Completion Date in the Contract Documents, the CM/GC shall be responsible for the additional cost.
- H.1.3 The District shall not waive any rights under the Contract by permitting the CM/GC to continue or complete the Work or any part of it after the date described in Section H.1.2 above.

H.2 SCHEDULE

CM/GC shall provide by ten (10) business days before the pre-construction conference, a detailed master construction schedule for review and acceptance by the District. The submitted schedule must illustrate Work by significant project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, submittal preparation and review, project critical path, weather delays, any interim or phased work completions, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the District does not constitute agreement by the District, as to the CM/GC's sequencing, means, methods, or allocated Contract Time. Any positive difference between the CM/GC's scheduled completion and the Contract completion date is float owned by the CM/GC, with the exception of float included for Weather Delays. In no case shall the CM/GC make a request for additional compensation for delays if the Work is completed within the Contract Time but after CM/GC's scheduled completion. The CM/GC must notify the District if float is going to be used in any adjustment to the Master Schedule.

H.3 PARTIAL OCCUPANCY OR USE

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

H.4 BENEFICIAL OCCUPANCY OR USE

The District may take possession of areas of the Project as a part of a scheduled, phased occupancy. Where such phased Beneficial Occupancy occurs, the CM/GC shall facilitate such occupancy, shall agree to reasonably work around occupied areas and shall conduct the balance of the construction of the Work in such a fashion to avoid impeding or otherwise obstructing the access to or activities conducted within the occupied space. Any additional costs to CM/GC in accommodating a phased occupancy by the District that is not included in the schedule in the GMP Amendment or subsequent Change Order shall be paid for by the District via Change Order, unless the need for a phased occupancy is due to CM/GC caused delay.

SECTION I
CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The CM/GC warrants to the District that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. CM/GC shall promptly remove from the premises and replace all defective materials and equipment as determined by the District's Authorized Representative, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the District, and CM/GC shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. CM/GC shall be allowed a period of no longer than sixty (60) Calendar Days for completion of defective (punch list) work, unless otherwise agreed. At the end of that period, or earlier if requested by the CM/GC, District shall arrange for inspection of the Work by the Architect/Engineer. Should the Work not be complete, and all corrections made, the costs for all subsequent re-inspections shall be borne by the CM/GC. If CM/GC fails to complete the punch list work within the above time period, without affecting CM/GC's obligations District may perform such work and CM/GC shall reimburse District all costs of the same within twenty five (25) days after demand through the implementation of a deductive Change Order

I.2 WARRANTY WORK

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the CM/GC from responsibility for defective Work and, unless a longer period is specified, CM/GC shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the District except for latent defects which will be remedied by the CM/GC at any time they become apparent. When Beneficial Occupancy is established for any portion of the work, the warranty period for that portion of work and the systems that support that portion of work begins at the time of notice of Beneficial Occupancy.
- I.2.2 The District shall give CM/GC notice of defects with reasonable promptness. CM/GC shall perform such warranty work within a reasonable time after District's demand. If CM/GC fails to complete the warranty work within such period as District determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, without affecting CM/GC's obligations, District may perform such work and CM/GC shall reimburse District all costs of the same within thirty (30) Days after demand.
- I.2.3 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.4 In addition to CM/GC's warranty, manufacturer's warranties shall pass to the District and shall not take effect until affected Work has been accepted in writing by the District's Authorized Representative.
- I.2.5 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion or Beneficial Occupancy by the period of time between Substantial Completion or Beneficial Occupancy and the actual performance of the Work, and shall be extended by corrective Work performed by the CM/GC pursuant to this Section, as to the Work corrected. The CM/GC shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the CM/GC nor accepted by the District.
- I.2.6 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the CM/GC might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the CM/GC to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CM/GC's liability with respect to the CM/GC's obligations other than specifically to correct the Work.
- I.2.7 If the District prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the District may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION J
SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 DISTRICT'S RIGHT TO SUSPEND THE WORK

- J.1.1 The District and/or the District's Authorized Representative has the authority to suspend portions or all of the Work
- J.1.2 The District shall notify CM/GC and the CM/GC's Surety in writing of the effective date and time of the suspension and shall notify CM/GC and its surety in writing to resume Work.

J.2 CM/GC'S RESPONSIBILITIES

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

J.3 COMPENSATION FOR SUSPENSION

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

J.4 DISTRICT'S RIGHT TO TERMINATE CONTRACT

- J.4.1 The District may, without prejudice to any other right or remedy, and after giving CM/GC five business days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
- (1) If CM/GC should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and CM/GC as debtor in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
 - (2) If CM/GC should make a general assignment for the benefit of CM/GC's creditors;
 - (3) If a receiver should be appointed on account of CM/GC's insolvency;
 - (4) If CM/GC should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
 - (5) If CM/GC should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the District or its Authorized Representative; or
 - (6) If CM/GC is otherwise in material breach of any part of the Contract.
- J.4.2 At any time that any of the above occurs, District may exercise all rights and remedies available to District at law or in equity, and in addition, District may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the CM/GC shall not be entitled to receive further payment until the Work is completed. If the District's cost of finishing the Work exceeds the unpaid balance of the Contract Price, CM/GC shall pay the difference to the District.

J.5 TERMINATION FOR CONVENIENCE

- J.5.1 District may terminate the Contract in whole or in part whenever District determines that termination of the Contract is in the best interest of the public.
- J.5.2 The District will provide the CM/GC with five (5) business days' prior written notice of a termination for public convenience. After such notice, the CM/GC shall provide the District with immediate and peaceful possession of the premises and materials located on and off the premises for which the CM/GC received progress payment under Section E. Compensation for Work terminated by the District under this provision will be according to Section E. In no circumstance shall CM/GC be entitled to lost profits for Work not performed due to termination.

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the District, CM/GC shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, unless assigned as provided in Section J.6.4, below, CM/GC shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the District, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the District, CM/GC shall upon termination transfer title and deliver to the District all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the District.
- J.6.3. Upon receiving a notice of termination CM/GC shall, prior to vacating the site, provide to District a detailed written assessment of any potentially unsafe conditions on site that may be a threat to health or human safety.
- J.6.4 CM/GC shall assign to District each subcontract agreement for a portion of the Work provided that: (i.) Assignment is effective only after termination of this Contract by District for cause or stoppage of the Work by District, and only for those subcontract agreements which District accepts by notifying the subcontractor and CM/GC in writing; and (ii). Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, District shall equitably adjust subcontractor's compensation for increases in cost resulting from the suspension.

SECTION K CONTRACT CLOSE OUT

K.1 SUBSTANTIAL COMPLETION DOCUMENTATION

In addition to other requirements specified in the contract, the following deliverables are required in order for Substantial Completion to be achieved:

1. A written punch list of known outstanding or corrective work has been prepared by the CM/GC and submitted at least a week prior to Substantial Completion so that the Owner can prepare a supplemental punch list;
2. Both O&M Manuals and Record Documents have been submitted to the District for review;
3. The Authority Having Jurisdiction has granted a certificate of occupancy;
4. Have all training sessions scheduled with District staff;
5. Final clean has been completed;

K.2 RECORD DOCUMENTS

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

K.3 OPERATION AND MAINTENANCE MANUALS

As part of the Work, CM/GC shall submit completed operation and maintenance manuals ("O & M Manuals") in electronic format (.PDF) and in conformance with the final BIM Execution Plan for review by the District's Authorized Representative. The O & M Manual shall contain a complete set of product data as required by the specifications, color/finish selections, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The proposed content of the O&M Manual will be reviewed and approved by the District prior to assembly of the manual. The District's Authorized Representative shall review and return an electronic copy of the O & M Manual for any modifications or additions required. Prior to submission of its final pay request, CM/GC shall deliver **electronic copies** of O & M Manuals and one electronic copy delivered either in CD or Flash Drive format to the District's Authorized Representative.

K.4 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the CM/GC shall submit to the District's Authorized Representative a notarized affidavit/release of liens and claims form, in a form satisfactory to District, which states that all Subcontractors and suppliers have been paid in full, all disputes with property Districts have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the CM/GC's knowledge,

there are no claims of any kind outstanding against the project. The CM/GC shall indemnify, defend (with counsel of District's choice) and hold harmless the District from all claims for labor and materials furnished under this Contract. The CM/GC shall furnish complete and valid releases or waivers, satisfactory to the District, of all liens arising out of or filed in connection with the Work. CM/GC shall collect all affidavit and lien release documents to deliver to the District in a single consolidated package.

K.5 COMPLETION NOTICES

- K.5.1 CM/GC shall provide District notice of both Beneficial Occupancy, Substantial Completion, and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the District and CM/GC for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the CM/GC shall finish all items on the punch list accompanying the Certificate. Beneficial Occupancy and both completion notices must be signed by the CM/GC and the District to be valid. The District shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the District.
- K.5.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation with normal operational staffing experience and levels, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the District's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the District to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The CM/GC may request that a punch list be prepared by the District's Authorized Representative with submission of the request for the Substantial Completion notice. In cases of Beneficial Occupancy, the 30 day operating prior to the issuance of the notice may be waived by the Project Manager or Project Director at the District's sole discretion.

K.6 TRAINING

As part of the Work, and prior to submission of the request for final payment, the CM/GC shall schedule with the District's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. CM/GC shall schedule training sessions at least ten (10) business days in advance of the date of training to allow District personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.7 EXTRA MATERIALS

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

K.8 ENVIRONMENTAL CLEAN-UP

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

K.9 CERTIFICATE OF OCCUPANCY

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

K.10 OTHER CM/GC RESPONSIBILITIES

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

K.11 SURVIVAL

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

SECTION L LEGAL RELATIONS & RESPONSIBILITIES

L.1 LAWS TO BE OBSERVED

In compliance with PPS-49-0200(1)(c)(i) (reference ORS 279C.525), CM/GC shall comply with any and all enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract. State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:

- L.1.1 Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupation Safety and Health Administration, Department of Transportation, Federal Highway Administration, Water Resources Council.
- L.1.2 State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, Department of Water Resources.
- L.1.3 Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other special districts and special governmental agencies such as Tri-Met, urban renewal agencies, and Port Districts.
- L.1.4 Tribal Governments.

PRECONSTRUCTION SCOPE OF WORK

During preconstruction, the CM/GC shall actively participate as a member of the Project team with the Owner and the Architect during the Schematic Design, Design Development and Construction Documents Phases prior to construction.

The CM/GC will work collaboratively and proactively with the Owner and Architect to proceed with planning, design and development of the work in a manner which supports the Owner's efforts to keep costs within the Owner's budget. The CM/GC shall provide Construction Management (CM) services throughout the Project, from the preconstruction period through construction and shall closely coordinate such work with the Ownership team, Architect and sub-consultants.

- 1) The CM/GC's CM services shall include but not be limited to:
 - a) Participate in Owner's meetings weekly during Schematic Design, Design Development and Construction Documents.
 - b) Consult with the District in refining the project construction budget, and establishing and maintaining a detailed cost model for the work as the design evolves.
 - c) Field and Existing Conditions Investigation. Document findings using diagrams, logs, photos, and destructive testing.
 - d) Design Document Reviews, Assessments, and Constructability Analysis: the CM/GC shall be responsible for providing necessary consulting expertise to the Owner to ensure that the program scope is maximized and the construction budget and the Project schedule are met.
 - e) Assistance reviewing systems and products to facilitate LEED Certifications.
 - f) Assess, develop and recommend site logistics requirements to encompass all proposed activities and impacts to the site, adjacent properties, and neighboring streets.
 - g) Assist in identifying safe work practices and requirements for construction and future maintenance work with PPS fall protection plan.
 - h) Recommend phasing or sequencing of work and construction scheduling.
 - i) Provide a Critical Path schedule and site logistics plan; prepare a detailed milestone schedule identifying the work to be performed by the Design Team, the District, and the CM/GC during this phase. The CM/GC shall report progress bi-weekly against the District's overall Project schedule.
 - j) Providing cost-estimating, including GMP development and subcontractor procurement.
 - k) Determine and reconcile constructability issues and perform formal constructability reviews of the design documents prior to subcontract bidding.
 - l) Assess alternative construction options for cost savings; Process, Systems, and Products Value Assessments and Recommendations.
 - m) Identify concepts for Value Engineering. This will include a facilitated 5 day workshop inclusive of project stakeholders.
 - n) Permit procurement assistance and agency coordination with the Design Team and develop a strategy for obtaining building permits in a timely fashion. Meet with building and other regulatory officials as appropriate. Attend all meetings pertaining to permitting, as required. It is anticipated that these functions will continue throughout all phases of the project.
 - o) Preparation for Subcontractor Selection and Bidding for the final establishment of a GMP for the Work.
 - p) Coordination with the Design Team to assist in their preparation of initial BIM modeling.
 - q) Update BIM model as necessary.
 - r) Maintain a current design documents in Bluebeam, or similar program, through construction. Bluebeam, or similar program to be used for collaborative work sessions and documents reviews.
 - s) Overall coordination as a member of the Project Team to ensure that the project meets quality, scope, schedule, and budget objectives.
 - t) In coordination with the Project Team, develop and implement a business equity plan tailored to the project and design to help PPS meet its business equity aspirational goal of achieving 18% certified MWESB participation.

ATTACHMENT G
PRECONSTRUCTION SCOPE OF WORK

2) Upon Execution of the Contract:

- a) Review all technical reports and other relevant information pertaining to the Project and become familiar with all:
 - i. Existing survey data, Arborist report, Geotechnical reports, Master Plan Report.
 - ii. District Building Information Modeling Standards.
 - iii. AHERA, Apex Hazmat Report, Environmental Reports Phase 1 and Phase 2.
 - iv. Existing utility Information As-builts and/or other record documents available from District including BIM model of existing facility.
 - v. Building commissioning plan/specifications (when available and applicable).
 - vi. Portland Public School District Design Guidelines and Standards.
- b) Review Concept Design information and become familiar with existing design efforts and progress.
- c) Attend kick-off meeting with District and A/E.
- d) Conduct site tour with District to become familiar with Project site and existing conditions.
- e) Attend training session on District's PMIS system (e-Builder Enterprise).
- f) Review District's construction budget(s) and provide commentary on adequacy /alignment with current market trends.
- g) Review and understand Owner's Program of Requirements (OPRs) for the Project.
- h) Submit a detailed Preconstruction Work Plan for the work of this section incorporating the Owner's comments from the CM/GC's proposal for these services.

3) Schematic Design (SD) Phase Services

- a) Provide estimate of SD design submittal and provide to District for review/acceptance. Reconcile estimate with District and A/E and make all necessary adjustments to align estimate with Design Intent.
- b) Provide administration coordination and field support for State of Oregon Green Energy Technology (GET) and Energy Trust of Oregon (ETO) paperwork i.e. breaking out take off items that apply to these grants and funding, estimates of work, line breakouts on the schedule of values as it applies.
- c) Provide design review and written commentary on constructability, sustainability (both total-cost-of-ownership and environmental), costing, safety and/or procurement issues identified by the CM/GC. Attend necessary meetings/discussions to answer questions or provide additional coordination with District and A/E.
- d) CM/GC to provide a list of any contractor-proposed deviations from the PPS Design Guidelines and Standards.
- e) Review Master Project Schedule and provide written commentary to District. Attend necessary meetings/discussions to answer questions or provide additional coordination with District and A/E.
- f) Develop Project phasing plan including any early or separate work packages and assist A/E to develop necessary coordination between packages including temporary construction requirements.
- g) Provide recommended sub-contractors to be solicited and procured during Design Development to assist CM/GC and District through Pre-Construction Services. Provide procurement process for District review and acceptance and facilitate process through to execution of sub-contract agreements.
- h) Conduct necessary explorations/discovery of existing systems, structures or finishes to fully understand the nature of the existing facility and its systems, and validate as-built conditions. Provide District acceptable patches/covers to areas where destructive testing was required. Areas that will not be addressed as a part of the Project but disturbed by investigation/exploration/discovery/destructive testing shall be returned to a similar or better condition.

ATTACHMENT G
PRECONSTRUCTION SCOPE OF WORK

- i) Starting with the 100% SD estimate, the CMGC shall develop and maintain a budget control log that shall include all project estimate figures and notes to identify what modifications have been made to adjust costs in each category to maintain the overall project budget.
 - j) With District Representatives, initiate and/or support coordination/communication with Agencies Having Jurisdiction over Project. Agencies may include but are not limited to:
 - i. City of Portland Bureau of Environmental Services
 - ii. City of Portland Bureau of Transportation
 - iii. City of Portland Building Department
 - iv. State of Oregon Department of Environmental Quality
 - v. State Historical and Preservation Office
 - vi. Portland Bureau of Transportation
 - vii. State and Local Fire Marshal's Office
 - viii. Portland Parks and Recreation
 - ix. Multnomah County
- 4) Design Development (DD) Phase Services
- a) Based on the approved Schematic Design, the CMGC shall prepare a site logistics plan for review and approval by the Architect and District. The CMGC shall continue through the course of the design to coordinate with the Architect to ensure that the logistics plan is updated appropriately. When updates are required, each update shall be submitted for review and approval by the Architect and District.
 - b) Update the construction phasing plan and advise the A/E on areas where additional design is needed to construct temporary and/or permanent facilities to facilitate phased construction. The CM/GC shall also take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.
 - c) Provide estimate of 50%, and 100% DD Design submittals and provide to District for review/acceptance. Reconcile estimate with District and A/E and make all necessary adjustments to align estimate with Design Intent/Design Development documents. Identify significant differences or factors affecting the estimate as compared to the SD estimate completed by the CM/GC.
 - d) Participate in any/all Value Engineering sessions and support Project Team's efforts to align Project scope, budget and schedule with functional requirements.
 - e) CM/GC to provide a list of any contractor-proposed deviations from the PPS Design Guidelines and Standards.
 - f) Provide administration coordination and field support State of Oregon Green Energy Technology (GET) and Energy Trust of Oregon (ETO) paperwork, i.e. breaking out take off items that apply to these grants and funding, estimates of work, line breakouts on the schedule of values as it applies.
 - g) Provide Design Development document review and provide written commentary on constructability, sustainability (both total-cost-of-ownership and environmental), costing, safety and/or procurement issues identified by the CM/GC. Attend necessary meetings/discussions to answer questions or provide additional coordination with District and A/E. Back-check previous commentary to ensure issues have been addressed or A/E commentary has been provided to support original design. Identify significant differences or factors affecting the design as compared to the SD design review completed by the CM/GC.
 - h) Lead clash detection and other virtual design and construction (VDC) related activities with assistance from District and A/E. Facilitate and lead clash detection resolution meetings and generate minutes from each session. Participate and provide input during Integrated Concurrent Engineering (ICE) sessions to align construction and design efforts.
 - i) Develop and facilitate sub-contractor outreach efforts, acceptable to the District, to generate local market interest. CM/GC will specifically focus on supporting District's Equity in Public Purchasing and Contracting outreach efforts to State of Oregon certified Minority, Women and Emerging Small Businesses. Efforts by the CM/GC shall include local associations and groups such as Oregon Association of Minority Entrepreneurs (OAME), Commercial Real Estate Women (CREW) or Oregon Entrepreneurs Network (OEN).

**ATTACHMENT G
PRECONSTRUCTION SCOPE OF WORK**

- j) Participate In student outreach efforts, acceptable to the District, to generate opportunities for engaging District students, providing learning opportunities and providing mentorship opportunities. CM/GC shall develop and facilitate a program, acceptable to the District, to be implemented with the sub-contracting community to further support these efforts through the Oregon Connect system utilized by the District.
 - k) Assist District as required to facilitate community outreach, education and information sessions.
 - l) Procure key subcontractors via a qualifications-based selection process as mutually agreed upon by the District and consistent with District procurement rules under Division 49.
 - m) Provide necessary “on-boarding” efforts to align key sub-contractors with project team and Project. Provide all contracting, management and contract administration required. CM/GC shall be the point of contact and solely responsible for the key subcontractors.
 - n) Provide all necessary field investigation work required to fully understand the scope, scale or conditions of the existing conditions of the Project including but not limited to:
 - i. Special inspection
 - ii. Testing
 - iii. Hazmat removal or containment
 - iv. Intrusive investigation
 - v. Selection demolition and restoration
 - vi. Equipment verification

Note: All public facing finishes shall be made fully safe and/or returned to their original condition prior to the space being returned to public use.
- 5) GMP Development
- a) Develop GMP estimate with full documentation of costs, allowances, contingencies and other costing information as well as qualifications, assumptions, clarifications and exclusions. Coordinate review and alignment with District expectations, GMP Support Documents and other relevant documents.
 - b) Develop Master Construction CPM Schedule based on 100% Design Development Documents for District review and acceptance that fully describes and details the construction methodology of the Project.
 - c) Develop detailed phasing and sequencing plan(s) for the Project and incorporate specifics into the bid packages for the General Subcontractor Bidding phase.
 - d) Prepare, for the Architect’s review and the Districts approval, a procurement schedule for items that must be ordered well in advance of construction.
 - e) Expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction.
- 6) Construction Documents (CD) Phase Services
- a) Continue to lead clash detection and other virtual design and construction (VDC) related activities with assistance from District and A/E. Facilitate and lead clash detection resolution meetings and generate minutes from each session. Participate and provide Input during Integrated Concurrent Engineering (ICE) sessions to align construction and design effort.
 - b) Facilitate a document version control process/system with assistance from District and A/E, that is acceptable to District, to streamline document/revision control during the Construction Document phase as well as General Sub Bidding and Construction phase change management control. Systems may include, but not required to specifically be, use of BlueBeam Studio (preferred), Adobe Acrobat Online Collaboration, DropBox or other similar systems. System shall be utilized by CM/GC, A/E, District and others to minimize physical paper requirements for documentation. Post design changes from RFI’s, ASI’s, Submittals, and field investigations daily.
 - c) Continue to develop and facilitate sub-contractor outreach efforts, acceptable to the District, to generate local market interest. CM/GC will specifically focus on supporting District’s Equity in Public Purchasing and Contracting outreach efforts to State of Oregon certified Minority, Women and Emerging Small Businesses.

ATTACHMENT G
PRECONSTRUCTION SCOPE OF WORK

- d) Continue to develop and facilitate student outreach efforts, acceptable to the District, to generate opportunities for engaging District students, providing learning opportunities and providing mentorship opportunities. CM/GC shall develop and facilitate program, acceptable to the District, to be implemented with the sub-contracting community to further support these efforts.
 - e) Develop and align sub-contracting bid packages with accepted Master Construction Schedule and GMP.
 - f) Lead and manage review of on-going design efforts and provide written commentary/guidance for aligning design progression with GMP requirements. Participate in any/all meetings required to guide design efforts in accordance with GMP parameters. CM/GC will not retain any authority in directing A/E, its' forces or those of A/E's sub- consultants.
 - g) Coordinate efforts of key subcontractors in support of the Project.
 - h) Provide estimate of 50% CD Design submittal and provide to District for review/acceptance. Reconcile estimate with District and A/E and make all necessary adjustments to align estimate with GMP documents. 90% CD estimates shall be formatted in such a way as to provide CM/GC's expected results for each bid package and a basis for comparing bids against market conditions. Identify significant differences or factors affecting the estimate as compared to the previous estimates completed by the CM/GC.
 - i) Lead Value Engineering sessions and support Project Team's efforts to align Project scope, budget and schedule. CM/GC's value engineering recommendations shall be consistent with the District's OPRs for the Project. CM/GC understands that substantial changes inconsistent with previous District approvals may be considered additional services by the design team and may impact the Project Schedule. The CM/GC shall endeavor to make recommendations that achieve the budget, schedule and/or quality goals while remaining consistent with the original directions provided to the Architect. Value engineering shall be undertaken as an on- going process through the design phase.
 - j) Provide 50% and 90% Construction Document submittal review and provide written commentary on constructability, sustainability (both total-cost-of-ownership and environmental), costing, safety and/or procurement issues identified by the CM/GC. Attend necessary meetings/discussions to answer questions or provide additional coordination with District and A/E. Back-check previous commentary to ensure issues have been addressed or A/E commentary has been provided to support original design. Identify significant differences or factors affecting the design as compared to the previous design reviews completed by the CM/GC.
 - k) Assist District as required to facilitate community outreach, education and Information sessions.
 - l) Assist with the District in identifying critical elements of the Project that may require special procurement processes, such as prequalification of bidders or alternative contracting methods.
- 7) Permitting & Land Use
- a) Obtain trade permits as required to complete the project.
 - b) Assist District in obtaining land Use and building permit approvals. CM/GC shall provide necessary documents, reports or other supportive information as required.
- 8) General Sub-contractor Bidding
- a) Manage sub-contractor bidding process in "lowest-responsible-bid" format for each bid package. Include pre-bid conference, bid day specific requirements and facilitate bid package review with District and A/E.
 - b) CM/GC shall procure a minimum of three bids per bid package or scope of work, including work components which the CM/GC may be interested in self-performing.
 - c) When there are single fabricators of materials, special packaging requirements for subcontractor work, or work performed by the CM/GC, advance approval by the District's representative is required.

ATTACHMENT G
PRECONSTRUCTION SCOPE OF WORK

- d) CM/GC will contact a minimum of three (3) certified MWESB subcontractors. The District has a goal of achieving 18% participation.
- CM/GC will make the first contact with each MWESB subcontractor no less than twenty one (21) calendar days before Bid Opening.
 - CM/GC will contact MWESB subcontractors by email, fax, or telephone to advise them of potential subcontracting opportunities and to solicit bids.
 - CM/GC will ensure that MWESB subcontractors have an equal opportunity to compete for work by providing all subcontractors the same information and informing all subcontractors of the date and time that sub-bids are due.
 - Bidders will enter MWESB contact information into the MWESB Contact Log. All columns shall be completed, where applicable by trade or specification.
- e) Provide District with recommended sub-contractor award by bid package for District's review and acceptance as detailed below:
- i. Breakdown of bids received including allowances as required to develop "apple-to-apple" comparison of bids.
 - ii. Financial impact analysis for modifying sub-contractor award to "lowest-responsible-MWESB bid" for each bid package.
 - iii. Risk assessment of using proposed sub-contractor firms.
- f) Provide all public notices required to be in compliance with ORS requirements or as required by PPS procurement rules and/or direction.
- g) Facilitate document control functions and provide necessary documents to sub-contracting community for bidding.

ALLOWABLE COST OF WORK MATRIX

Description			Construction Costs Paid by Owner		Costs Included in CM/GC Fee	Misc. Costs Paid by Owner
	Unit	Unit Price	Direct Cost of the Work	General Conditions Work		
PROJECT STAFFING/LABOR						
1	Principal In Charge	Hr.			X	
2	Project Executive (for project specific time only)				X	
3	Senior Project Manager (for project specific time only)					
4	Project Manager			X		
5	General Superintendent (for project specific time only)			X		
6	Project Superintendent			X		
7	Site/Area Superintendents			X		
8	Project Engineers			X		
9	Field Engineers			X		
10	General Foreman			X		
11	Working Foreman for Direct Cost of the Work		X			
12	Working Foreman for General Conditions Work			X		
13	Project Admin (in support of site personnel)			X		
14	Estimator			X		
15	Scheduler			X		
16	QA/QC Engineer (for project specific time only)			X		
17	Commissioning Agent					
18	BIM Manager			X		X
19	MEP Coordinator			X		
20	LEED Coordinator			X		
21	Safety Coordinator (site based)			X		
22	Detailer for Direct Cost of the Work		X			
23	Detailer for General Conditions Work			X		
24	Wages (including labor burden) for CM/GC self-performed work associated with Direct Cost of the Work		X			
25	Wages (including labor burden) for CM/GC self-performed work associated with General Conditions Work			X		
26	Wages (including labor burden) for all other CM/GC staff not specifically identified within this matrix				X	
27	All Sick Leave				X	
28	All Vacation Time				X	
29	All Disability Leave				X	
30	Subcontracts associated with Direct Cost of the Work		X			
31	Subcontracts associated with General Conditions Work			X		
32	All other subcontracts unless approved otherwise by District				X	
SUB-TOTAL						
JOBSITE OFFICE & EXPENSES						
33	Office Trailer Rental	Mnth		X		
34	Jobsite Office material costs and expendables			X		
35	District & A/E Temp Office Rental (Furnished by CM/GC)					X
36	Office Furniture/Equipment			X		
37	Computers, Printers, Copiers, Software and other IT equipment/systems at site			X		
38	Plans & Specifications for sub bidding			X		
39	Plans & Specifications for day-to-day job operations			X		
40	As-builts			X		
41	Warranties			X		
42	Public Notices			X		
43	Publications/Advertisements			X		
44	Postage/FedEx			X		
45	Project Photos			X		
46	Drinking water, Coffee/Tea, Ice, Cups			X		
47	Project meals for team meetings not including PPS				X	
48	Petty Cash			X		
49	Office Supplies			X		
50	Storage Trailer rental			X		
SUB-TOTAL						
INSURANCE & BONDS						
51	Insurance GL (in accordance with District contract only)	Imp	X			
52	Builder's RIsK	Imp				X
53	General Contractor Bond	Imp		X		
54	Subcontractor Bonds	Imp	X			
55	Subguard			X		
SUB-TOTAL						
PERMITS						
56	Demolition / Haz Mat/ Haul Permit		X			

ATTACHMENT H ALLOWABLE COST OF WORK MATRIX

57	Noise Permit			X			
58	Grading Permlt			X			
59	Foundation Permit			X			
60	Building Permit						X
61	Tree Permit			X			
62	Trade Permits			X			
	SUB-TOTAL						
TEMPORARY FACILITIES & UTILITY EXPENSES							
63	Mobilization/Demobilization			X			
64	Project Signage			X			
65	Temporary telephone/internet connection			X			
66	Temporary/Haul Roads and Work Pads			X			
67	Temp utility bills						X
68	Temporary Toilets			X			
69	Temporary Water			X			
70	Temporary Fencing			X			
71	Temporary Enclosures (Inc. covered walkways & lghts)			X			
72	Temporary Stairs			X			
73	Temporary Power & Equipment			X			
74	Temporary HVAC Service & Equipment			X			
75	Temporary Storage Facilities			X			
76	Temporary Road			X			
77	Weather protection			X			
	SUB-TOTAL						
PROFESSIONAL & VARIOUS SERVICES							
78	Soils report						X
79	Testing and Inspections						X
80	Re-testing of failed Inspections				X		
81	Facility training			X			
82	Value engineering			X			
83	Legal				X		
84	Photography			X			
85	Computer				X		
86	CPM				X		
87	Layout & Surveying			X			
88	Accounting/Data Processing				X		
89	Engineering				X		
90	Engineering for performance spec work			X			
	SUB-TOTAL						
SAFETY & SITE SECURITY							
91	Safety meetings & stand-downs			X			
92	Safety Treatments & Arrangements			X			
93	Safety equipment for CMGC personnel. Subs provide own in COW.			X			
94	First Aid Kits & supplies for CMGC personnel. Subs provide own in COW.			X			
95	Safety ralling and nets			X			
96	Safety Signage			X			
97	Hard Hats, Goggles, Gloves, etc.			X			
98	Safety incentive programs, t-shirts, lunches				X		
99	Security			X			
100	Flagging/Traffic control			X			
101	Opening Protection			X			
102	Barricades & Lghts			X			
103	Walkie Talkies			X			
	SUB-TOTAL						
POLLUTION CONTROLS							
104	Dust Control			X			
105	Noise Control			X			
106	Erosion Control			X			
107	Pollution Control			X			
	SUB-TOTAL						
TRANSPORTATION, HANDLING, CONVEYANCE & FREIGHT							
108	Project vehicle rental	Day		X			
109	Project vehicle fuel/maintenance			X			
110	Parking/Shuttles			X			
111	Personal vehicle mileage			X			
112	Man-lift Materials and Rental			X			
113	Man-lift Erect/Dismantle			X			
114	Man-lift operator			X			
115	Crane rental			X			
116	Forklifts			X			

ATTACHMENT H

ALLOWABLE COST OF WORK MATRIX

117	Freight & Transport Costs (inc. manpower, Overseas Freight, Inland Trucking, Custom Clearance, Brokerage Fee)				X		
118	Trash chute				X		
119	Miscellaneous Hauling & Errands				X		
120	Material Handling & Distribution				X		
121	Dump permits/fees				X		
122	Trash removal/Hauling				X		
	SUB-TOTAL						
EQUIPMENT, RENTALS & MAINTENANCE							
123	Material & Equipment related to Direct Cost of the Work			X			
124	Rental-Contractor Owned equip (less than \$2000 will be purchased)			X			
125	Flatbed truck rental/operation				X		
126	Flatbed truck fuel/maintenance				X		
127	Mobile Crane				X		
128	Tower Crane				X		
129	Tower Crane Foundation				X		
130	Manhoist				X		
131	Manhoist Foundation				X		
132	Truck				X		
133	Forklift				X		
134	Generators				X		
135	Pumps				X		
136	Fuel				X		
137	Maintenance				X		
138	Water truck (for general site maintenance)				X		
139	Air Compressor (for general site maintenance)				X		
140	Water pumping equipment				X		
141	Other dewatering equipment				X		
142	Equipment rental -third party			X			
	SUB-TOTAL						
SMALL TOOLS							
143	Small Tools & Maintenance (less than \$2000 will be purchased)				X		
	SUB-TOTAL						
CLEAN UP							
144	Periodic Cleanup				X		
145	Final cleanup				X		
146	Rubbish Service				X		
	SUB-TOTAL						
MISCELLANEOUS & OTHER							
147	Travel, Hotel, Per Diem and related Costs for District requested travel						X
148	Travel, Hotel, Per Diem and related Costs for site based staff				X		
149	Bonuses					X	
150	Warranty					X	
151	Entertainment					X	
152	Company Meeting					X	
153	Company Sponsored Party					X	
154	Corrective work not due to contractor fault						X
155	All other Corrective/Non-conforming Work					X	
156	Liquidated damages					X	
157	Costs of the work that cause the GMP to be exceeded					X	
	SUB-TOTAL						
	PROJECT TOTAL						

NOTE: Anything not specifically delineated herein is considered a part of the General Conditions Work



Portland Public Schools
School District 1J
Multnomah County, Oregon

**Request for Proposals
Benson High School Modernization**

RFP No. 2018-2536

Proposals Due:	Not Later than 2:00:00 PM Pacific Time, March 21, 2019 Late proposals will not be accepted or considered.
Submit Proposals to:	<p>Physical Address: Portland Public Schools Bid Desk Purchasing & Contracting 501 N. Dixon Street, 2nd Floor, Area 264 Portland, Oregon 97227</p> <p>Mailing Address: Portland Public Schools Purchasing & Contracting Bid Desk PO Box 3107 Portland, Oregon 97208-3107</p>
Direct Questions to:	<p>Procurement Contact: Kimberley Alandar Email: purchasing@pps.net Phone: 503-916-3804 Deadline for Questions: February 28, 2019</p>
Electronic Responses:	Electronic responses are preferred.

Pre-Proposal Conference:

One **mandatory** pre-Proposal conference will be held on **February 14, 2019, at 4:00 PM** at Benson High School, located at 546 NE 12th Avenue Portland, OR 97232. **Attendance is mandatory.** Portland Public Schools conducts such meetings in order to clarify information provided in the RFP and to provide interested proposers an opportunity to ask questions about the RFP. Statements made by the District's representatives at the conference are not binding on the District unless confirmed by written addendum.

RFP Availability:

This RFP is available electronically through the PlanetBids website at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=22555>. Interested parties must be registered with PlanetBids to obtain and download documents. Registration is at no cost. Future notices regarding this solicitation, including solicitation addenda, will be posted to PlanetBids.

Proposal Opening:

A 2:05 PM public Proposal Opening will be held in the Mahonia Conference Room located at the Blanchard Educational Service Center, Floor L2, 501 N. Dixon Street, Portland Oregon, 97227. Only the name of the proposer will be read aloud.

**RFP Lincoln High School Modernization
#2018-2429**

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Attachment A: Sample CM/GC Contract, General Conditions and Exhibits

Attachment B: Proposer Information Form

Attachment C: Reference Form

Attachment D: Career Learning Equity

Attachment E: OCIP Manual and Enrollment Forms

Attachment F: Workforce Training and Hiring Program

Attachment G: Preconstruction Scope of Work

Attachment H: Allowable Cost of Work Matrix

Attachment I: Link: Benson Polytechnic High School Site Specific Educational Specification & Master Plan Report, Dated December 11, 2018

Attachment J: Link: Pre-Design Diligence Report

Attachment K: District’s Benson Project Website: bensonbond.pps.net

1 Introduction

Portland Public Schools ("District") seeks written proposals from qualified vendors able to provide CM/GC services for The Benson High School Modernization project. The general scope of the Project will include, but is not limited to, pre-construction services, site investigation, hazardous material abatement, selective demolition, renovation of existing building, new construction, and site work.

The District intends to award a single contract as a result of this RFP. The contract term will be approximately from March 2019 through December 2024.

1.1 About Portland Public Schools

Portland Public Schools, founded in 1851, is an urban school district in Portland, Oregon. With approximately 47,000 students in 85 schools, it is one of the largest school districts in the Pacific Northwest. Diverse programs and learning opportunities are supported by teachers, families, community members, nonprofit organizations, local businesses and higher education institutions. As the District strives to provide educational facilities that meet the diverse, ever changing needs of student populations, it is critical that the means and methods for doing so are consistent with the District wide goals for equity, sustainable practices, seismic safety, historic preservation and accessibility.

Every District school shall provide an equitable and effective learning environment that reflects the needs of all learning styles and maximizes the achievement of every student. As a part of the Bond Program, consultants will be expected to create school facilities that support and enhance evidence-based and emerging best practices including concepts such as the Seven Styles of Learning.

As outlined in the Racial Educational Equity Policy, the District is committed to the success of every student in each of our schools and is aware of the disparities that contribute to the achievement gap. Committed to understanding and changing institutionalized racism and its impact on student learning, the District is prioritizing equity transformation initiatives. By addressing the quality, aesthetics and functionality of learning environments, the District can adapt to current educational and cultural goals while meeting modern building standards

1.2 Equity and Certified Business Participation

The District strives to achieve race and gender equity and expects any firm contracting with Portland Public Schools to do the same. The District is dedicated to increasing contracting opportunities for Minority Business Enterprises (MBE), Women Business Enterprises (WBE), businesses owned by Service Disabled Veterans (SDV) and/or Emerging Small Businesses (ESB) and also for minority and women workforce development.

One of the considerations for selection of a CM/GC will be the demonstrated willingness and ability of the proposer to work creatively with the District to identify projects and opportunities, and develop appropriate solicitation and contract procedures, to successfully engage Certified Business contractors and subcontractors. The District will monitor the CM/GC's Certified Business utilization throughout the project and will expect regular progress reports from the CM/GC on Certified Business outreach efforts and subcontractor engagement.

1.3 Timeline

ACTIVITY	DATE
Issuance of Request for Proposal	February 7, 2019
Pre-Proposal Conference	February 14, 2019
Deadline for Questions or Clarifications	February 28, 2019
Deadline for Final Addenda	March 7, 2019
Proposals Due	March 21, 2019
Interviews	April 3, 2019
Notice of Intent to Award	April 5 or 8th
Anticipated Notice to Proceed for Pre-Construction Services	May 15, 2019
Anticipated Date to Finalize GMP	February 2020
Anticipated Notice to Proceed for Construction Services	March 2020
Anticipated Substantial Completion Date	April 2024
Project Completion Date – Building Turned over to District	
FF&E/District Move In/Commissioning	June 2024
Project Completion Date –Turned over to District	July 2024

The District reserves the right to deviate from this schedule.

PLEASE NOTE: After an Intent to Award has been issued, all Offerors are welcome to view the solicitation and evaluation file at District offices. However, a debrief and/or copies of documents in the solicitation file will not be available until after a contract has been fully executed.

1.4 Definitions

- 1.4.1 **“Construction Manager/General Contractor (CM/GC)”** is a form of Procurement or Alternative Contracting Method that results in a Public Improvement Contract for a Construction Manager/General Contractor to undertake Project team involvement with design development; constructability reviews; value engineering, scheduling, estimating, and subcontracting services; establish a GMP to complete the Contract Work; act as General Contractor; hold all subcontracts, self-perform portions of the Work as may be allowed by the District under the CM/GC Contract; coordinate and manage the building process; provide General Contractor expertise; and act as a member of the Project team along with the District, Architect/Engineers, and other Consultants. The District believes this project is a good candidate for the CM/GC project delivery method due to the scheduling challenges, complexity, specialty construction involved, and coordination among multiple disciplines and AHJ's.
- 1.4.2 **"Guaranteed Maximum Price" ("GMP")** means the total maximum price provided to the District by the Contractor, and accepted by the District, that includes all reimbursable costs of and fees for completion of the Contract Work, as defined by the Public Improvement Contract, except for material changes in the scope of Work. It may also include particularly identified contingency amounts.
- 1.4.3 **"Work"** means the furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item or the entire Contract, and successful completion of all duties and obligations imposed by the Contract.
- 1.4.4 **“Certified Business”**, as used in this RFP, means a company certified by the State of Oregon Certification Office of Business Inclusion and Diversity (COBID) as a Minority Business Enterprise (MBE), a Women Business Enterprise (WBE), business owned by Service Disabled Veteran (SDV), and/or an Emerging Small Business (ESB) pursuant to Oregon Revised Statutes Chapter 200; and/or

A company certified in the States of Oregon, Washington and California by the U.S. Department of Transportation (U.S. DOT) as a Disadvantaged Business Enterprise (DBE) pursuant to Code of Federal Regulations (CFR) Title 49, Subtitle A, Parts 23 and 26; and/or

A company certified by the State of Washington Office of Minority and Women's Business Enterprises (OMWBE) as a Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) pursuant to Washington Administrative Code, Title 326, Chapter 326-20.

Additional definitions are provided in the Portland Public Schools Public Contracting Rules, adopted December 17th, 2012: <http://www.pps.k12.or.us/departments/purchasing-contracting/7013.htm>

1.5 RFP Questions, Clarifications and Changes

Any Proposer requiring clarification of the information provided in this solicitation must submit specific questions or comments in writing to the Procurement Contact shown on page 1 of this document. Email is the preferred form of written communication. The deadline for submitting such questions is shown on page 1 of this document.

If selected for award, a proposer will be expected to execute a contract with the material terms and conditions of the sample contract included with the solicitation documents. The material terms and conditions of the sample contract may be modified at the sole discretion of the owner upon determination that the modification is in the best interest of the owner. NOTE: Any changes to contract terms and conditions will not be entertained at any stage of the project except as specified in Section 6.2 of this RFP.

If the proposer selected for award as a result of this RFP fails to agree to a contract with the material terms and conditions of the sample contract attached, the District may terminate negotiations with the proposer and commence negotiations with the next highest ranked proposer.

1.5.1 Addenda

If the District determines that additional information or interpretation is necessary, such information or interpretation will be supplied in addenda, posted on PlanetBids.

Those who have registered their interest in the solicitation through PlanetBids will be notified of addenda via email. Addenda shall have the same binding effect as though contained in this RFP. The Director of Purchasing & Contracting or designee shall issue all addenda not less than 3 days prior to the submission deadline.

Statements made by the District's representatives are not binding on the District unless confirmed by written addendum.

1.6 Equity in Public Purchasing and Contracting

Through the Equity in Public Purchasing and Contracting Policy, the District is committed to increasing contracting opportunities for Certified Businesses. The Superintendent annually determines District aspirational goals for participation of Certified Businesses on identified District projects or programs. The District aspires to achieve 18% Certified Businesses participation on consultant service contracts and public improvement contracts.

1.6.1 Career Learning Equity

The District will continue to partner with its awarded Contractors and Consultants to provide career learning opportunities for students, providing them exposure to various potential career paths, including, but not limited to, architecture, engineering and related services, legal and accounting services through programmatic involvement with the District's Career Pathways Program and Career Related Learning Experiences. (See Attachment D)

1.6.2 Contractor Workforce Equity

a. **Applicability.** Upon being awarded a District Public Improvement Contract or a District Intergovernmental Agreement for Construction or Public Improvement with a value greater than \$200,000, a Contractor shall be obligated to comply with the District Contractor Workforce Equity protocols (See Attachment F). The District has contracted with the City of Portland for assistance in program administration and compliance. The Contractor Workforce Equity protocols shall apply to:

- 1) The prime contract; and
- 2) Any subcontract greater than \$100,000.

b. Contractor Workforce Equity Protocols.

- 1) Contractor will ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the contractor and subcontractors on District projects are performed by state-registered apprentices, and
- 2) Contractor will utilize outreach, partnership and recruitment with workforce organizations, trade apprenticeship programs and unions to create an apprenticeship program that reflects the diversity of the Portland metropolitan area.

c. Certified Business Utilization Reporting

The District has implemented an online Certified Business utilization tracking system. This web-based software system facilitates Certified Business utilization reporting for all construction, architecture, engineering, and related services contractors doing business with Portland Public Schools. The system is designed to streamline and automate subcontractor utilization reporting requirements and includes the following key features:

- Automated tracking of Certified Business utilization
- Online verification of subcontractor payments
- Automated communication with contractors via email regarding reporting status

Prime contractors will be required to use the online system to submit first tier subcontractor data and monthly reports on progress payments to all subcontractors. Subcontractors will be required to use the online system to verify payments received from prime contractors, identify any further tiers of subcontractors, and submit monthly reports on progress payments to their own subcontractors. Prime contractors and subcontractors must access the system at least monthly, when prompted, to manage contract information and provide the required subcontractor and payment information. Prime contractors are responsible for ensuring that all subcontractors comply with the utilization tracking requirements. The Certified Business utilization tracking system is online at <https://pps.diversitysoftware.com>. Access information will be provided to the designated point of contact for each contractor after contract award.

1.7 Partnerships

It is the goal of the District to provide opportunities for smaller general contractors for portions of the construction project. To this end, the District strongly encourages partnerships between larger and smaller general contractors. Proposals submitted by multiple firms submitting as partners or joint ventures will be considered provided that any such proposal:

- a. Is accompanied by a letter of intent between all the parties who comprise the consortium, partnership, or joint venture; and
- b. Includes a certification by each member of the consortium, partnership, or joint venture that each member agrees to, and is bound by, all terms and conditions of this RFP.

1.8 Owner Controlled Insurance Program (“OCIP”)

Portland Public Schools has implemented an OCIP for the on-site insurance requirements for this solicitation as described in Attachment E. The program includes on-site coverage for the following lines of insurance for all enrolled contractors and sub-contractors:

- a. Commercial General Liability
- b. Excess Liability
- c. Contractors Pollution Liability

All bid prices should EXCLUDE those costs relating to the insurance provided by the OCIP.

The duration of the OCIP program will be from the contract’s Notice to Proceed through final acceptance. Off-site coverage is not a part of the OCIP and contractors will be required to provide appropriate evidence of this coverage.

2 Project Overview

2.1 Background

The 2017 Capital Improvement Bond includes funding to rebuild Benson Polytechnic High School to allow for full modernization of the school's facilities. Benson High School has long been a highly regarded hub of technical education for PPS that serves all neighborhoods within the district. The master plan includes a combination of renovation and new construction to fully modernize the facilities and infrastructure and support needed capacity. It has a number of historic structures that will be renovated that have original construction dates ranging from 1916 to 1992.

2.2 Project Definition

The modernization of Benson Polytechnic will restore the historic 1916 Main Classroom building, the 1927 Old Gymnasium, the 1930 Auditorium Building, and Foundry Building that were both constructed in 1916. Renovations will also include the 1960's Gym, 1992 Radio Building, and 1990's library and health services addition. New construction will include a Commons/central classroom/kitchen addition, 2 story north and south CTE and classroom wings and site improvements. The proposed building area will be +/-365,000 sf with approximately 230,000 SF of historically significant renovation and 135,000 SF of new construction.

The design will bring current technology and teaching practices into new spaces, while trying to maximize flexibility for future use and technology as well. Internal layouts of core academic classrooms and CTE programs will provide adjacencies that promote shared resources and learning that does not currently exist. The design will look to maximize opportunities for daylighting as well. The design will seek to integrate as many of these considerations as possible, and in a manner that will reinvigorate Benson Polytechnic as national model for career learning based education.

The successful CM/GC will demonstrate expertise in: Providing CM/GC services on complex projects greater than \$100M, working on constrained and occupied project sites, partnering with Certified Businesses (MBE/WBE/SDV/ESB), Authorities Having Jurisdiction applicable to this site, projects with multiple stakeholders, and projects involving historic rehabilitation and renovations.

Construction is planned to commence summer of 2021 with three subsequent one year school occupied phases and site work completion December 2024. The CM/GC will provide information for analysis of off-site swing to Marshall High School to determine cost and schedule impacts.

2.3 Scope of Work

2.3.1 Pre-Construction Services

Preconstruction Services for the Project shall be provided as described within Attachment G – Preconstruction Scope of Work.

2.3.2 Construction Services

The CM/GC shall provide Construction Services to fully construct the Benson Polytechnic Modernization Project ("the Work") as defined within the Contract Documents that shall be developed in conjunction with the CM/GC as a part of the Preconstruction Services.

2.3.3 Certified Business

The CM/GC must be familiar with the total local labor and subcontracting market, particularly Certified Businesses, and be capable of soliciting subcontracts without discrimination against race, color, or national origin, for consideration of any contract entered into pursuant to this project.

Additionally, the CM/GC will work creatively in collaboration with the District to identify work and establish procedures and processes to successfully engage minority and women businesses in this work.

2.4 Project Team

District	
Project Director	Brian Oylear
Project Manager	Jamie Hurd
Project Design Manager	Jen Sohm
School Principal	Curtis Wilson Jr

Bassetti Architects	
Principal in Charge	Caroline Lemay
Design Principal	Lorne McConachie
Project Manager	Joe Echeverri
Project Architect	Patrick McLaughlin

2.5 Contractor and Subcontractor Fingerprint-Based Criminal History Verification

The District requires all Contractor personnel working on school sites to pass the District fingerprint-based criminal history verification. The Contractor is solely responsible for the cost of these verifications. The current cost is \$94.50 and is subject to change. Proposers are advised to consider this cost when responding to price proposal evaluation criteria as the District will not pay for, or reimburse, such costs. Additional information about this verification process may be found at: <https://www.pps.net/Page/184>.

Contact with Students. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on District property. Contractor shall work with District to ensure compliance with this requirement. If (1) the work site is not a "closed site" as described below, and (2) Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District before beginning any Work that could result in such contact. Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contract officers, employees, or agents who may have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly. All Contractors and their employees whether full time or part time working at closed sites must undergo a criminal history verification for disqualifying convictions per ORS 342.143 Criminal history verification checks will be conducted at the Contractor's expense, by the District Security Services or an approved third party vendor.

Closed Sites. At District sites that are closed for construction or other purposes, Contractor fingerprinting is not required. However, all Contractors and their employees whether full time or part time working at closed sites must undergo a criminal history verification for disqualifying convictions per ORS 342.143. Criminal history verification checks will be conducted at the Contractor's expense by the District Security Services or an approved third party vendor. Prior to entry of a Contractor's employees onto a jobsite, the Contractor shall provide a list of its employees who have successfully undergone the criminal history verification check.

3 Proposal Format, Content, and Submission

3.1 Proposal Format

District proposal standards:

- a) Proposal includes a one-page cover letter as the first page of the proposal.
- b) Proposal includes Attachment B as the second page of the proposal.
- c) Proposal addresses all evaluation criteria in the order presented in 3.2.
- d) Proposal is 20 pages or less in length, not including references or other attachments.
- e) Proposal is double-sided when possible. Double-sided sheets are considered equal to two pages.
- f) Proposal is prepared simply and economically, and is comprised of recyclable and, ideally, recycled materials. Proposal is stapled rather than bound.

Please do not include sales or promotional materials as part of proposal unless requested.

3.2 Proposal Content

Include the content listed in Table 3.2-1. Responses must be in the same order as listed below. Concise and direct answers are encouraged.

Proposals shall include all designated mandatory requirements. Proposals lacking one or more of the mandatory requirements may be rejected as non-responsive. Mandatory requirements are designated by a check mark in the "Mandatory" column of Table 3.2-1 below.

3.2-1 Table

Proposal Content		Mandatory	Scored
Proposer Certifications and Representations, signed in ink or indelible pencil	Attachment B	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evaluation Criteria Responses			
A. Compliance Statements		<input checked="" type="checkbox"/>	Pass/Fail
B. Company History		<input checked="" type="checkbox"/>	Pass/Fail
C. Company Project Experience		<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Project Team		<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Project Understanding and Approach		<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Certified Business Participation Strategy		<input type="checkbox"/>	<input checked="" type="checkbox"/>
G. Price Proposal		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
References	Attachment C	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Partnership – Letter of Intent		<input checked="" type="checkbox"/> for Partnerships	
Partnership - Certification		<input checked="" type="checkbox"/> for Partnerships	
Will your firm agree to a contract where the District applies an OCIP?	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input checked="" type="checkbox"/>	

3.2.1 Attachment B: Proposer Certifications and Representations

Include a completed Attachment B: Proposer Certifications and Representations form, signed in ink or indelible pencil. If submitting electronically via PlanetBids, a scanned copy will be accepted. Digital and stamped signatures are not accepted. If providing an Offer as a partnership both firms must sign and date this form.

3.3 Proposal Responses to Evaluation Criteria

Address each of the following Evaluation Criteria completely, and in the order provided. **Partnerships must provide separate responses, respective to each company in the partnership, for Written Evaluation Criteria A, B, and C.**

3.3.1 Written Evaluation Criteria	
<p>A. Compliance Statements</p> <p>As an appendix added to the end of the Proposal, provide the following:</p> <ul style="list-style-type: none"> i. Provide a confirming statement that the proposing firm has reviewed, understands and will comply with all requirements of Oregon public contracting law, including but not limited to, Prevailing Wage Requirements per ORS 279C.800 through ORS 279C.870. ii. Provide statement regarding current certification of registration with Oregon Construction Contractors Board (CCB) (include copy of certificate in the appendix) iii. Provide confirmation of current State of Oregon Business License (include copy in the appendix) iv. Statement that proposing firm is not barred to hold public contracts per Oregon Bureau of Labor and Industries (BOLI) 	Pass/Fail
<p>B. Company History</p> <p>Provide the following Company History information, either in the main body of the Proposal or as an appendix added to the end of the Proposal:</p> <ul style="list-style-type: none"> i. The managing leadership names and titles and address of the Company office that is the primary office location for proposed Project personnel with a 50% or greater work commitment to the Project. ii. Year the Company was formed. iii. The region(s) served by the Company. iv. Ownership type and organization structure of the Company. Provide total size and breakdown of firm personnel by category (e.g., principals, project managers, construction managers, superintendents, estimators, schedulers, and other technical, clerical) for the office or location that would be managing this project. v. Annual dollar value of projects Company has constructed for each of the last 5 (five) years. Break out each year's work value into the following three categories: CM/GC delivery; Design/Build delivery; and Lump Sum Design/Bid/Build delivery. What is your anticipated volume for 2019? Provide a list of projects currently under contract as well as pending award with the anticipated completion date (and start date if appropriate). vi. Total bonding capacity (aggregate limit) of the Company. vii. Provide a document from your bonding agent (including name, contact person, email address and telephone number of your bonding agent) stating that the proposing firm has the single limit ability and available capacity to bond this project for an assumed construction contract value of \$230M. viii. Bonding Rate that will be assessed for this Project (stated as a percentage of the contract value based upon a \$230 million or greater GMP). ix. Builders Risk, stated as a percentage of the contract value based upon a \$230 million or greater GMP for a 32-month period. x. Your company's EMR and OSHA Lost Time Accident Rate for the past five years. 	Pass/Fail

<p>C. Company Project Experience</p> <p>Provide a listing, in chronological order and in chart format, of Company's most recently completed projects of \$100 million or more. A minimum of three (3) projects with major historic renovation is preferred. Information on these projects should include the following:</p> <ol style="list-style-type: none"> i. Name of the owner, contact person, and current phone number ii. The architect, contact person, and current phone number iii. Location of the project, delivery approach (e.g., CM/GC, design build, etc.) and start/completion dates iv. A brief description of the job, including similar attributes/challenges to the Project v. Amount of Contract award or negotiated GMP (if applicable) vi. Final contract amount, total amount of change orders, and percent increase in contract amount due to change orders vii. Total project claims going to litigation/arbitration and their disposition. Provide the name of the client, type of dispute resolution, and synopsis of the issues, who initiated the proceedings and the status or outcome of any judgment. Please note that no disclosure of monetary amounts is required, only the status or outcome, including but not limited to "pending hearings", "in hearings", "judgment for Client/Contractor", "settled out of hearings", "case dismissed", "case withdrawn by..." 	<p>Maximum Points Available:</p> <p style="text-align: center;">20</p>
<p>D. Project Team</p> <p>Explain your proposed team organization, roles and responsibilities, and personnel qualifications in the following manner:</p> <ol style="list-style-type: none"> i. Organization: Provide a Project organization chart showing Proposer's specific proposed staff for this Project, including all professional staff in the following areas: project management; corporate oversight and administration; engineering and estimating; and onsite construction supervision. Indicate the proposed percentage of their total workload that each person will be assigned to work on this Project during Preconstruction Phase Services, and Construction Phase Services. ii. Describe what roles the individuals listed on the chart will fill on the proposed team for this Project. Describe the prior experience, if any, of the team members working with each other on projects (please be specific). Provide a brief statement explaining why Proposer thinks they are the most qualified personnel for this Project, and what lessons learned they will bring from previous project experience to this Project. As an appendix added to the end of the Proposal, include the maximum of a two-page resume for all individuals listed in the chart. The resumes must include each individual's education; work history; length of tenure with the firm; prior work experience with similar projects and any experience working with public sector CM/GC projects (education preferred). <p>Minimum Requirements: The following minimum requirements shall be required of the project team,</p> <ol style="list-style-type: none"> 1. All field staff members must hold current OSHA-10 certification at the time construction begins 2. Project Manager and Superintendent must have current OSHA-30 certification at the time construction begins 3. By listing individuals in the Proposal, the Proposer guarantees that these individuals will be available to work on the Project at the approximate percentages shown. Proposer also guarantees that any individuals listed in the Proposal as a 50% (fifty percent) or greater work commitment to the Project will have their primary office location within 60 (sixty) miles of the Project. District further reserves the right to request a substitution of personnel if deemed to be in the best interest of the District. 	<p>Maximum Points Available:</p> <p style="text-align: center;">25</p>

<p>Note: It is the District's intent that the Project Manager shall be the single point of responsibility to the Project Team for the proposing firm throughout the Project.</p>	
<p>E. Project Understanding and Approach</p> <ol style="list-style-type: none"> i. Describe Proposer's overall plan to complete the Project. Define "success" in the context of this project. Identify what Proposer considers to be the top challenges to success of this Project, and propose strategies to address those challenges. Identify the specific role or responsibility each Project Team member (including Owner and Architect) would take in this process. ii. Provide a detailed explanation of the services and deliverables to be provided by Proposer to the Owner during the Preconstruction phase. Describe the top five ways Proposer can contribute to the beneficial outcome of this Project during Preconstruction, and provide an example that demonstrates how Proposer provided this value in a previous project. Describe Proposer's philosophy regarding Early Work Amendments. iii. Describe Proposer's approach to working within and around an occupied site; the tools or measures proposed to be used for mitigating construction impacts to occupants and neighbors; and how Proposer will keep construction workers, staff, students and visitors on the site safe. Identify the specific role or responsibility each Project Team member (including Owner and Architect) will take in this process. iv. Discuss Proposer's approach to working with local community, City of Portland, PP&R, PBOT, Portland Landmarks Commission and local neighborhood associations to help educate and engage them. Discuss how Proposer will help them understand the construction process, address concerns and mitigate tensions to foster a positive experience for the community. v. Describe Proposer's methodology for assessing and mitigating budget and schedule risk, in the Preconstruction phase and in the Construction phase. Identify the role or responsibility each Project Team member (including Owner and Architect) will take in this process. vi. Provide in an appendix any proposed changes to the CM/GC contract and general conditions per Paragraph 6.2. (If no changes are proposed, no appendix is required.) Proposed substantive changes to contract terms, particularly those that shift risk to the District or add additional costs to the District, will be considered by evaluators in scoring this "Project Approach and Understanding" section. 	<p>Maximum Points Available:</p> <p style="text-align: center;">25</p>
<p>F. Certified Business Participation Strategy</p> <p>It is the expectation of the District that the CM/GC will develop an effective, thorough, and thoughtful approach to the recruitment of smaller general contractors and Certified Business subcontractors to perform work on this project.</p> <ol style="list-style-type: none"> i. What about your business practices and approach to subcontracting will aid in the recruitment of Certified Business contractors on this project? Identify any Certified Businesses you plan to engage on this project and/or any trades you will target for Certified Business participation. ii. Based on your practices and approach, and based on your knowledge of the construction market, what is the percentage of Certified Business utilization you believe you can realistically achieve for this project? Describe your comprehensive strategy to maximize the percentage of Certified Business utilization for this project. iii. Describe your process of developing bid packages. How does this approach promote the ability of Certified Business contractors to bid on work? 	<p>Maximum Points Available:</p> <p style="text-align: center;">20</p>

<p>iv. Provide two examples of projects that have tracked Certified Business utilization (not including Federal DBE) and list the project owner, proposers Project Manager, and dates of work. Provide the stated original Certified Business utilization percentage goal, the Certified Business utilization percentage you achieved, the total construction value vs. the amount paid to Certified Business subcontractors, and the total number of subcontractors vs. the number of Certified Business subcontractors. Describe how you were successful in achieving this level of utilization.</p> <p>v. Specifically address the District's intention to provide opportunities for smaller general contractors.</p> <p>An ideal proposal will demonstrate:</p> <ul style="list-style-type: none"> • Proposer has a comprehensive and detailed Certified Business utilization plan and has already engaged Certified Businesses as a significant part of the project team. • Proposer has a history of partnering and/or subcontracting with Certified Businesses to meet utilization goals. • Proposer has a realistic and attainable Certified Business utilization goal and plan for reaching that goal on this project. 	
<p>G. Price Proposal</p> <p>i. Provide the CM/GC fee based as a percentage of the Estimated Cost of the Work for this project. This fee, to be determined based on this percentage, must cover at a minimum, the Construction Management elements and Costs Excluded from Cost of the Work, as specified in the CM/GC Contract and specifically identified in the ATTACHMENT H - Allowable Cost of the Work.</p> <p>ii. Provide a not-to-exceed amount for all pre-construction phase services, to be billed hourly. Provide hourly all-inclusive billing rates and estimated man-hours for all project team personnel during the Pre-Construction Phase.</p> <p>iii. Provide a total amount based on the values given in sections G.i. and G.ii using the following formula. The price proposal section of the RFP will be evaluated <u>solely on this total</u>.</p> <p style="padding-left: 40px;">(\$230M x Fee %) + (Precon NTE Amount) = Total</p>	<p>Maximum Points Available:</p> <p style="text-align: center;">10</p>
<p>Written Evaluation Criteria Total</p>	<p>Total Points Available:</p> <p style="text-align: center;">100</p>

<p>3.3.2 Interview Evaluation Criteria</p> <p>Notes: The intent of the interview is to hear primarily from the proposed team (project manager and superintendent and other team members that the project team will interact with on a daily basis), with limited interaction (opening and closing remarks only) from executive or marketing personnel. The following criteria categories (in bold) will be used to score the interview portion of the selection process. Examples of the types of information that may be requested in the interview are shown below each category title. Specific questions will be provided to short listed firms prior to the interview.</p>	
<p>A. CM/GC Role in an Integrated Team</p> <p>How does the proposing firm view the role of the CM/GC and its staff when a part of a larger integrated project team? What process/approaches do the team members use to support better project outcomes in a collaborative/integrated environment?</p>	<p>Maximum Points Available:</p> <p>35</p>
<p>B. Key Personnel Experience</p> <p>What is the perceived value the proposed team members bring to the project team? How does the unique background of the proposed team members integrate with the backgrounds/skill sets of the other members of the project team? To what degree will the project benefit from the participation of the proposed team members?</p>	<p>Maximum Points Available:</p> <p>35</p>
<p>C. Risk Management</p> <p>How well does the proposed team's approach to representing the Owner's interests and risk identification/mitigation throughout the Project benefit the District? How well does the proposed teams' risk management philosophy translate into improved project outcomes? How will the proposing firms' use of technology result in better project outcomes?</p>	<p>Maximum Points Available:</p> <p>35</p>
<p>D. Equity and Diversity</p> <p>How does the proposing firm value diversity and inclusion of underrepresented communities? How is this represented in the demographics of your firm? What do you do differently than other firms to ensure a diverse workforce? What resources do you have to dedicate to this goal?</p>	<p>Maximum Points Available:</p> <p>35</p>
<p>E. Team Interaction</p> <p>PPS would like to have an interactive dialogue with key team members based on several questions or scenarios. Thirty minutes of the two hour interview will be set aside for this section. Questions may be about the proposal, other parts of the interview, directed at individuals, project specific, or scenario based. The CM/GC is encouraged to participate in the dialogue and also ask questions of the Owner.</p>	<p>Maximum Points Available:</p> <p>60</p>
<p>Interview Evaluation Criteria Total</p>	<p>Total Points Available:</p> <p>200</p>

3.4 Proposal Submission

Electronic Submittal

If submitting electronically via PlanetBids, all required sections of the Proposal must be submitted through the website in accordance with the PlanetBids internal timestamp.

Hardcopy Submittal

If submitting in hardcopy, please provide one (1) hardcopy original proposal and 6 complete hardcopies to:

The Procurement Contact and Bid Desk location listed on the first page of this RFP.

Proposals are due no later than the due date and time shown on the first page of this RFP.

It is the Proposer's sole responsibility to ensure that its proposal is delivered and time-stamped, at the Bid Desk, prior to the RFP closing date and time.

Proposals not time-stamped at the Bid Desk by the due date and time shall be considered late. District shall deem such proposals ineligible for award consideration. The official time in which Proposals are due is located at the Purchasing & Contracting Bid Desk.

Proposals will be submitted in a sealed envelope, or box, with the following information provided on the outside of the package:

- a) RFP Title
- b) RFP number
- c) Proposer name
- d) Proposer Address

4 Proposal Evaluation and Award

4.1 Clarification of Responses

In the event that one or more proposals are in need of clarification, the District will request such clarification in writing and will afford the Proposer(s) contacted an opportunity to respond in kind, with the necessary clarification.

4.2 Proposal Evaluation

The evaluation process of this RFP will be comprised of a written proposal tier (Tier 1) and an interview/presentation tier (tier 2).

An Evaluation Committee, consisting of not less than three individuals, shall evaluate the proposals. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria. The District may assign certain evaluators specific Evaluation Criteria, in alignment with the evaluator's expertise.

The District may appoint separate evaluation teams for each tier of the evaluation process.

4.2.1 Ranking of Proposals

Evaluations will be scored by rank. The highest-ranked proposal will be determined as follows:

- a) Each evaluator will assign a ranking to each proposal, based on the total score on each proposal based on the evaluation criteria points.
- b) The proposal to which the evaluator awarded the most points will receive an Evaluator Final Rank of 1. The proposal to which the evaluator awarded the second most points will receive an Evaluator Final Rank of 2, and so forth.
- c) The District will then sum the Evaluator Ranks for each proposal. The proposal with the lowest total rank (the sum of all Evaluator Ranks) will be ranked first. The proposal with the second lowest rank will be ranked second, and so on. The proposal with the highest rank will be ranked last.

4.2.2 Tier 1: Written Proposal Evaluation

- a) Each evaluator shall independently score and then rank written proposals in accordance with the Evaluation Criteria.
- b) District Purchasing & Contracting department, or its designee, shall evaluate fee proposals.
- c) The District shall sum the Tier 1 rankings per proposal for a total written evaluation ranking for each proposal.

4.2.3 Establishment of the Competitive Range

- a) The District shall establish a Competitive Range after evaluating all responsive proposals in accordance with the Evaluation Criteria.
- b) The District anticipates establishing a Competitive Range which will consist of a minimum of one or more Proposers.
- c) The District will notify Proposers of the Competitive Range.

4.2.4 Tier 2: Invitation for Interview

- a) The District will invite all Proposers in the Competitive Range to an interview with the Evaluation Committee.
- b) No additions, deletions or substitutions may be made to proposals during the interview/presentation that cannot be viewed as clarification.
- c) At the time of the interview, Proposers must address any requests for exception or confirm acceptance, with no changes, of the District sample CM/GC contract and general conditions incorporated as Attachment A. Any proposed changes to the sample CM/GC contract and general conditions must have been included as an appendix to the Proposal. NOTE: Any changes to contract terms and conditions will not be entertained at any stage of the project except as specified in Section 6.2 of this RFP.

4.2.5 Tier 2: Interview Evaluation

- a) Each evaluator shall independently score and then rank the interview in accordance with the Interview Evaluation Criteria.
- b) The District will sum the Tier 2 rankings per proposer for a total interview evaluation ranking for each proposal.
- c) After scoring is completed, the District, if necessary, will apply tier weighting to the evaluator ranks.
- d) The District will sum weighted Tier 1 total written evaluation rankings and the weighted Tier 2 total interview evaluation rankings to achieve a total rank per proposal.

4.2.6 Best and Final Offers

- a) At its sole discretion, the District may require Best and Final Offers.
- b) At its sole discretion, the District may re-establish the competitive range, based on written and interview rankings. If the District exercises this option, it will require Best and Final Offers from Proposers within the re-established Competitive Range.
- c) In the event District requires Best and Final Offers, it shall establish a common date and time by which eligible Proposers must submit such Best and Final Offers. The District shall evaluate Proposals as modified by the Best and Final Offer, and based on the Evaluation Criteria.
- d) If a Proposer does not submit a Best and Final Offer or a notice of withdrawal, the Proposer's original proposal shall be construed as its Best and Final Offer.

4.2.7 References

The District reserves the right to investigate references, including customers other than those listed in a Proposer's submission. This inquiry may include without limitation, investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors.

4.3 Notice of Intent to Award

The District shall notify Proposers of its Intent to Award by posting such notification on PlanetBids.

4.4 Negotiable Items

During negotiations, the District reserves the right to discuss, among other topics:

- Collaborative approach to CM/GC methodology
- Estimates of various project costs
- Various aspects of proposed services, scope of work and specific or work delivery
- Fees for pre-construction, construction and post-construction CM/GC services
- Lump Sum fees and hourly rates for various other services
- Sub-contracting, construction bidding, and award methodology
- Contract terms and potential changes to the Contract agreement and the amendments to that agreement that the District may wish to pursue.

4.5 Negotiation

4.5.1 After the District has issued the Notice of Intent to Award, the District will commence serial negotiations with the highest-ranked eligible Proposer.

4.5.2 At any time during negotiations, the District may terminate negotiations with the highest ranked Proposer, or the eligible Proposer with whom it is currently negotiating if the District believes that:

- i. The eligible Proposer is not negotiating in good faith; or
- ii. Further negotiations or negotiations with the eligible Proposer will not result in the parties agreeing to the terms and conditions of the final Contract in a timely manner.

4.5.3 If the District terminates negotiations with an eligible Proposer, the District may then commence negotiations with the next highest-ranked eligible Proposer.

4.5.4 The District reserves the right to negotiate final contract terms with the selected Proposer(s) to the fullest extent allowed by law and as in the best interest of the District.

4.6 GMP – Guaranteed Maximum Price

The District will negotiate an acceptable Guaranteed Maximum Price (GMP) with the CM/GC upon completion of Phase One (preconstruction services) and prior to commencement of Phase Two (construction).

If this collaborative process is not successful and no mutually agreeable resolution on GMP can be achieved with the Contractor, then the District must terminate the Contract. The District may then proceed to negotiate a new Contract (and GMP) with the Proposer that was next-ranked in the original selection process, or employ other means for continuing the Project under ORS 279C.

4.7 Reservation of Rights

The District may reject any Proposal not in compliance with all prescribed Public Contracting procedures and requirements, including the requirement to demonstrate the Proposer's responsibility under ORS 279C.375(3)(b),

5 Solicitation Terms and Conditions; Protest of Solicitation or Award

5.1 Solicitation Document

This solicitation document may be viewed at the Portland Public Schools Bid Desk, located at the Blanchard Educational Service District Building, 501 N. Dixon St., 2nd Floor, Portland, Oregon 97227.

5.2 Proposer Cost of Response Preparation

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP.

5.3 Submitted Materials are District Property

All materials submitted for any proportion of a Proposal in response to this RFP, or during any tier of this solicitation, will become the property of the District and will not be returned to proposers.

5.4 Proposal Validity

Proposals will remain valid for a period of 90 days following the Proposal submission deadline.

5.5 Solicitation Cancellation, Rejection of a Proposal or All Proposals

The District may cancel this Solicitation or reject any or all Proposals in accordance with ORS 279C.395.

The District is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a Proposal.

5.6 Disputes

In case of any doubt or difference of opinion as to:

- a) The items or service to be furnished under this RFP, or
- b) The interpretation of the provisions of the RFP, the decision of the District will be final and binding upon all parties.

5.7 Publicity

News releases relating to this RFP will not be made without prior approval by, and in coordination with, the District Community Involvement and Public Affairs Department.

5.8 Preference for Recycled Materials

The District will give preference for Recycled Materials as set forth in ORS 279A.125 if:

- a) The Recycled Product is available;
- b) The Recycled Product meets applicable standards
- c) The Recycled Product can be substituted for a comparable non-recycled product; and
- d) The Recycled Product's costs do not exceed the costs of non-recycled products by more than 5%, or a higher percentage if the District makes such a written determination.

5.9 Performance within state of public printing, binding and stationary work

- a) Except as provided in subsection (b) of this section, all printing, binding and stationary work, including the manufacture of motor vehicle registration plates and plates required to be affixed to motor carriers, for the state or any county, city, town, port district, school district, or other political subdivision thereof, will be performed within the state. All requests for proposals and all contracts for such work shall so stipulate.

- b) The work referred to in subsection (a) of this section may be performed outside the state if it is established that:
- i. The work cannot be performed within the state;
 - ii. The lowest price for which such work can be procured within the state exceeds the charge usually and customarily made to private individuals and corporations for work of similar character and quality; or
 - iii. All proposals for the work, or any part thereof, are excessive and not reasonably competitive.

5.10 Confidentiality

The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of such exemptions are: trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501 (15)).

The District will not disclose records submitted by a proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:

The Proposer shall mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and shall segregate those pages in the following manner:

- a) Such pages will be clearly marked "Confidential" on each page of the confidential document.
- b) Proposer will separate confidential pages from its other Proposal pages by providing the confidential pages to the District in a separate envelope or package.
- c) In its proposal, Proposer will cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
- d) Items 5.10 a) and 5.10 b) will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
- e) Proposers may not mark an entire Proposal confidential. Should a proposal be submitted in this manner, the District will hold no portion of the proposal as confidential, unless such a portion is segregated as per 5.10 b) and is determined exempt from Oregon Public Records Law.

Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the Multnomah County District Attorney or a court of competent jurisdiction.

Prior to disclosing such information, the District will make reasonable attempts to notify the proposer of the pending disclosure.

5.11 Protests

5.11.1 Protest of Solicitation or Contract Documents

Any Proposer wishing to protest this RFP or any provision, specification or contract term herein, must submit such questions, comments or protests to:

The Procurement Contact and Bid Desk location listed on the first page of this RFP.

The deadline for submitting such protests is the same date as the deadline for questions listed on the first page of this RFP.

5.11.2 Content of Solicitation Protest

The prospective Proposer's written solicitation protest must include all of the following:

- a) Sufficient information to identify the solicitation that is the subject of the protest;

- b) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed, or improperly specifies a Brand Name;
- c) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- d) A statement of the desired changes to the Procurement process or the solicitation document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based its protest.

5.11.3 Protest of Contract Award

Adversely affected Proposers who wish to protest the Competitive Range, proposal rejection as non-responsive, the Intent to Award a contract, may do so providing:

- a) The Proposer is adversely affected because the Proposer would be eligible to be awarded the contract in the event that the protest were successful; and
- b) The reason for the protest is:
- c) All higher-ranked proposals are non-responsive;
- d) The District has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the solicitation materials;
- e) The District has abused its discretion in rejecting the protestor's Proposal as non-responsive or;
- f) The District's evaluation of Proposals or the District's subsequent determination of Award is otherwise in violation of Portland Public Schools Public Contracting Rules or the Public Contracting Code.

An affected Proposer may only protest its exclusion from a tier of competition if the Proposer is responsible, submitted a responsive proposal and, but for the District's mistake in evaluating the Proposer's offer, or other Proposer Offers, the protesting Proposer would have been eligible to participate in the next tier of competition.

- a) All protests must be in writing and physically received by the Senior Manager-Solicitations of Purchasing & Contracting or designee no later than 2:00 PM Pacific Time on the seventh (7th) calendar day after the posted Notice of Intent to Award or postmarked rejection.

Address protest to:

PROTEST OF AWARD: RFP NO.2018-2536

Attn: Director, Purchasing and Contracting
 Portland Public Schools
 School District No.1J, Multnomah County, Oregon
 501 North Dixon Street, 2nd floor
 Portland, OR 97227

- b) Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.
- c) Protests not filed within the time specified in 1 above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. An issue that could have been raised by request for clarification or protest of specifications as provided in 5.11.1 is not grounds for protest.

6 Contract Terms and Conditions

6.1 Contract Award and Term

The District intends to award a single contract as a result of this RFP.

The contract term will be through completion and final acceptance of the project and expiration of the warranty period.

6.2 Portland Public Schools Contract

Proposers are advised to thoroughly review and familiarize themselves with the District sample CM/GC contract and general conditions incorporated as Attachment A.

The successful proposer will be invited to enter into a contract in substantially the form attached hereto as Attachment A. The District will entertain suggestions on the refinement of the CM/GC contract and its exhibits only when:

- a) All such suggestions identify the specific contract clauses, sections, or paragraphs at issue and propose alternate language for each identified clause, section, or paragraph identified. (Please note that the District will not entertain unspecific requests to add or reconsider contract provisions.)
- b) All such proposed changes are provided, in an appendix, with submission of the Proposal;
- c) The general work scope remains the same;
- d) The field of competition does not change as a result of material changes to the requirements stated in the RFP; and
- e) Acceptance of the proposed change would not likely affect proposed CM/GC fees.

Objections or responses that materially alter the terms and conditions attached to this RFP may be deemed non-responsive and disqualify the vendor.

The intent of these provisions is to avoid any unfair competitive advantage or disadvantage in the procurement process. Alternative approaches to structuring the GMP are contemplated and allowable only under these provisions.

Any contract resulting from this RFP shall be based on the RFP documents and in compliance with Portland Public Schools Public Contracting Rules and the Public Contracting Code.

This Contract is for a Public Work and Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, ORS 279C.840, or 40 U.S.C.3141 to 3148.

6.3 Prevailing Wages

CM/GC and all subcontractors shall comply with ORS 279C.800 through 279C.870. The hourly rate of wage to be paid by CM/GC or any subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840 for each trade or occupation as defined by the Commissioner of the Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon available at http://www.boli.state.or.us/BOLI/WHDPWR/pwr_state.shtml.

The BOLI prevailing wage rates that will apply to the Contract shall be those in effect on the date that construction is first authorized to begin under the contract. This could occur prior to execution of the GMP Amendment if early work is authorized by an Early Work Amendment, or, if no early work is authorized, at the time the GMP Amendment is executed. Once established, the prevailing wage rates will then be in effect for the remainder of the CM/GC Contract. The prevailing wage rates that will apply will be those set forth in the then current version of the following BOLI booklet, together with any amendments to that booklet: "Prevailing Wage Rates for Public Works Contracts in Oregon". This document is available at http://egov.oregon.gov/BOLI/WHDPWR/pwr_state.shtml. The Construction Phase Services will take place in Multnomah County, Oregon.

The fee required by ORS 279C.825(1) will be paid by the District to the Commissioner of the Bureau of Labor and Industries under the administrative rules of the Commissioner.

Prevailing wages shall be set at the time of commencement of construction.

6.4 Public Works Bond

Before starting Work, the successful Proposer shall file with the Oregon Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836, unless otherwise exempt under those provisions. The successful Proposer shall also include in every subcontract a provision requiring each subcontractor to have a public works bond filed with the Oregon Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work.

A disadvantaged, minority, women or emerging small business enterprise certified under ORS 200.055 may, for up to four years after certification, elect not to file a public works bond as required under section 279C.836 (1).

6.5 State OCCB Registration Requirements

Proposers shall be licensed with the Oregon Construction Contractors Board prior to submitting a Proposal on this project. Failure to comply with this requirement shall result in Proposal rejection. Proposers shall insert Proposer's current, valid registration number and expiration date thereof in the spaces provided on the Proposal Form. Landscaping contractors and all subcontractors participating in this project shall be licensed respectively, by the State Landscape Contractors Board, as required by ORS 671.530 and the Oregon Construction Contractors Board, as required by ORS 701.026, at the time they propose to engage in subcontract work. Any Proposal received from a Proposer identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227 shall be disqualified from consideration.

6.6 Contractor Contract Execution

Prior to starting work under Phase II of the Contract, the selected Proposer shall provide a performance bond and a payment bond each issued by a surety satisfactory to the District, in an amount equal to the full dollar value of the Contract for the faithful performance of the Contract and all provisions thereof.

6.7 District Contract Execution

After receipt and acceptance of the properly executed Contract, Performance Bond, Payment Bond, and Certificates of Insurance, the District will execute the Contract and issue a Notice to Proceed. No work shall be performed until the Contract is fully executed and a written Notice to Proceed is issued.

6.8 Proposal Security

Proposal security is not required for compliance with this solicitation.

6.9 Insurance

Proposers are advised to carefully review the insurance requirements contained in the sample standard contract.

6.9.1 Insurance Certificates

Contractor will promptly provide Certificates of Insurance at the District's request.

6.10 Asbestos Abatement

The Contractor or subcontractor is required to possess an asbestos abatement license per ORS 468A.710.



ADDENDUM NO. 1

March 6, 2019

PORTLAND PUBLIC SCHOOLS
Purchasing & Contracting
501 North Dear Street • Portland, OR 97227
(503) 916-3105 • Fax: (503) 916-3109

RFP NO: 2018-2536
TITLE: Benson High School Modernization
PROPOSALS DUE: March 21, 2019 NOT LATER THAN: 2:00:00 PM

This Addendum modifies or clarifies the Solicitation Documents only to the extent indicated herein, and all portions thereof not specifically affected by the addendum shall remain in full force and effect. All addenda shall be added to and form a part of the Solicitation Documents.

Please acknowledge receipt hereof by inserting the above Addendum Number in the space provided on ATTACHMENT B of the Specification Documents prior to submission.

1. **ADDITIONS**

- 1.1. The pre-proposal attendance roster is hereby attached.
- 1.2. Add Attachment L – Benson Asbestos Report
- 1.3. Add Attachment M – Benson Lead Based Paint Survey

2. **CHANGES**

- 2.1. The first paragraph of Written Evaluation Criteria 3.3.1 C. Company Project Experience is hereby removed and replaced with the following:


Provide a listing, in chronological order and in chart format, of Company's most recently completed and/or in progress (at least 50% complete with construction) projects of \$100 million or more. A minimum of three (3) projects with major historic renovation is preferred. Information on these projects should include the following:

3. **CLARIFICATIONS**

- 3.1. The links for Attachment I and Attachment J are hereby corrected to the following: <https://www.pps.net/Page/1838>. The following documents can be found at this link:
 - o Master Plan Report
 - o Site Specific Ed Spec
 - o Pre-Diligence Report

4. **QUESTIONS / ANSWERS**

- 4.1. Q: In the RFP meeting it was mentioned teams were strongly encouraged to limit proposals to 20 pages ... RFP indicates the maximum allowed is 20 pages. We assume the maximum allowed is 20 pages as stated in the RFP?
A: Correct
- 7.2. Q: Will the interview format be a team presentation addressing provided questions and other criteria (visual aids may be used) or will it be similar to the Lincoln HS presentation where the Selection Team provided questions just prior to the interview (no visual aids allowed)?
A: This information will be provided to those firms selected for interviews.
- 7.3. Q: Is there a current Hazardous Material survey that you can share with proposers?
A: Please see Attachment L included with this Addendum.
- 7.4. Q: Are the cover letter and Attachment B counted in the 20 page proposal limit?
A: These are required documents and therefore not included in the page count.


Paul Williams, CPFB
Senior Manager Solicitations, Purchasing & Contracting

END OF ADDENDUM NO. 1



ADDENDUM NO. 2

March 7, 2019

PORTLAND PUBLIC SCHOOLS
Purchasing & Contracting
601 North Dixon Street • Portland, OR 97227
(503) 916-3305 • Fax: (503) 916-3109

RFP NO: 2018-2536
TITLE: Benson High School Modernization
PROPOSALS DUE: March 21, 2019 **NOT LATER THAN:** 2:00:00 PM

This Addendum modifies or clarifies the Solicitation Documents only to the extent indicated herein, and all portions thereof not specifically affected by the addendum shall remain in full force and effect. All addenda shall be added to and form a part of the Solicitation Documents.

Please acknowledge receipt hereof by inserting the above Addendum Number in the space provided on **ATTACHMENT B** of the Specification Documents prior to submission.

1. CHANGES

1.1. Remove and replace Paragraph 1.3 Timeline with the following:

ACTIVITY	DATE
Issuance of Request for Proposal	February 7, 2019
Pre-Proposal Conference	February 14, 2019
Deadline for Questions or Clarifications	February 28, 2019
Deadline for Final Addenda	March 7, 2019
Proposals Due	March 21, 2019
Interviews	April 3, 2019
Notice of Intent to Award	April 5 or 8th
Anticipated Notice to Proceed for Pre-Construction Services	May 15, 2019
Anticipated Date to Finalize GMP	February 2020
Anticipated Notice to Proceed for Construction Services	March 2021
Anticipated Substantial Completion Date	April 2024
Project Completion Date – Building Turned over to District	
FF&E/District Move In/Commissioning	June 2024
Project Completion Date – Turned over to District	July 2024

2. QUESTIONS / ANSWERS

2.1. Q: During the pre-proposal meeting it was clarified that the design phase was 2-years, and the construction phase was 3-years. This however was not noted in the addendum that was just released today. Would you please confirm the dates, or will another addendum be released?

A: A 2 year pre-construction phase and 3 year construction phase is correct.


Emily Courtnage
Director, Purchasing & Contracting

END OF ADDENDUM NO. 2



ANDERSEN CONSTRUCTION

PORTLAND PUBLIC SCHOOLS

BENSON HIGH SCHOOL MODERNIZATION

RFP NO. 2018-2536 • MARCH 21, 2019
REQUEST FOR PROPOSALS

Copy Not Included- Available Upon Request





ATTACHMENT H

Portland Public Schools Career Learning Requirements

A. Registration on PPS Partner Connect

- 1) The Contractor is required to register on the District's Career Learning database tool, PPS Partner Connect, which is located at <https://www.pps.net/partnerconnect>
 - When registering, the Contractor must follow the detailed instructions attached.
- 2) The Contractor must offer Career Learning opportunities as follows:
 - a) If this contract has a value between \$100,000 and \$1,000,000, Contractor must:
 - Register with PPS Partner Connect and offer at least two Career Learning opportunities to PPS students. For contracts lasting longer than one year, the Contractor must offer at least two opportunities every year during the active term of the contract.
 - b) If this contract has a value greater than \$1,000,000, Contractor must:
 - Register with PPS Partner Connect and offer at least four Career Learning opportunities to PPS students. For contracts lasting longer than one year, Contractors must offer at least four opportunities every year during the active term of the contract; and
 - Register to participate as an exhibitor in the Portland Workforce Alliance's annual Northwest Youth Careers Expo every year during the active term of the contract. Follow the detailed registration instructions attached. (If Contractor is unable to participate as an exhibitor, Contractor must register to participate as a sponsor at an equivalent level.)

B. Program Administration

- 1) Contractors will report registration with PPS Partner Connect to the District prior to contract execution:
 - Contractors must submit the registration confirmation email or similar proof of registration to the District with its signed contract.
- 2) Contractors will receive requests from District Career Coordinators to provide Career Learning opportunities to PPS students.
- 3) Contractors will coordinate with the District's Career Coordinators to plan, schedule, and conduct the Career Learning events or activities.
- 4) Career Coordinators will coordinate student participation before and during scheduled events and activities.

Please send any questions about these Career Learning Requirements to careerpath@pps.net



PPS PARTNER CONNECT— CONNECTING PARTNERS AND PPS STUDENTS

PPS Partner Connect is our new web-based tool which makes it easy for parents, alumni and industry professionals to connect with K-12 educators. Professionals can share their skills and expertise to bring real-world, authentic learning opportunities to all our students helping to create the next generation of innovators. Through in-person matches and virtual sessions, professionals can help students and teachers connect their classroom experiences to the world of work. ***Together we can make a difference.***

Students need context for what they are learning in the classroom. *PPS Partner Connect can help match your expertise and insight to connect with the schools and students in your community. This easy-to-use tool enables educators to match student-learning needs with professionals whose skills fit their request.*

Benefits to professionals and employers:

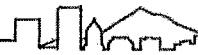
- Provides meaningful ways to engage in education
- Connects professionals with educators based on their skills, volunteer interests, and location
- Exposes future workforce to career opportunities
- Allows companies to centralize and scale education outreach
- Tracks employee engagement based on a variety of metrics and generates reports
- Enhances employee engagement and achieves corporate responsibility goals
- Demonstrates your commitment to your community through volunteering

How it works:

- Community members and professionals register and set up a profile at <https://www.pps.net/partnerconnect>
- Career Coordinators create a request based on a topic or activity at their school that can benefit from an industry connection.
- PPS Partner Connect enables high school Career Coordinators to match the skills of industry professional(s) with requests and helps mediate the process of connecting them to the right classroom and students.
- Career Coordinators coordinate with professionals who can choose to accept matches and connect in-person or virtually to share expertise.

ENGAGE — PREPARE — INSPIRE

The District is committed to equal opportunity and nondiscrimination in all its educational and employment activities. The District prohibits discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service.



PPS Partner Connect Guide

STEP 1 -

1. Go to PPS Partner Connect
<https://www.pps.net/partnerconnect> and complete the Partner Intake Survey
2. Complete your Profile Information:

Contact Name (First and Last) *
Your answer:

Contact Email *
Your answer:

Contact Phone *
Your answer:

Contact Job Title
Your answer:

What is your role? (As a parent or alumni you might contribute as a guest speaker or provide a student an opportunity to participate in an informational interview or other Career Related Learning Experience (CRLE). As a leader in your organization you could take on the role of an advocate or lead for your organization in connecting and collaborating with PPS.) *

PPS Parent

PPS Alumni

Business/Industry Partner

Community Partner

Post-Secondary Education Partner

- a. Please provide your first and last name, the best e-mail to contact you, and best contact phone number.
- b. Please select your role: (Check all that apply)
 - ❖ PPS Parent - The parent of a student or students
 - ❖ PPS Alumni - Those who have graduated from a PPS school.
 - ❖ Business/Industry Partner - Those working in the business/industry sector including those who have a contract with PPS.
 - ❖ Community Partner - Community-based programs and organizations providing direct or indirect support to our schools and students.
 - ❖ Post-Secondary Education Partner - Apprentice & trade organizations, community colleges, other Higher-Ed institutions
 - ❖ Volunteer - Those who wish to volunteer or are currently volunteering with PPS

STEP 1 (Cont.)

3. If you are submitting on behalf of a company or organization:
- a. Please provide your company/organization name.
 - b. Please select a type that best matches your company/organization.

<p>Company/Organization Name (Preferred information though not required if submitting as an Alumni or Parent)</p> <p>Your answer: _____</p> <p>Company/Organization Type (Preferred information though not required if submitting as an Alumni or Parent)</p> <p><input type="radio"/> Business/Industry</p> <p><input type="radio"/> Post-Secondary</p> <p><input type="radio"/> Non-Profit</p> <p><input type="radio"/> Government</p> <p><input type="radio"/> Community Based Organization</p> <p><input type="radio"/> Business Association</p> <p><input type="radio"/> Other: _____</p>
--

STEP 2 -

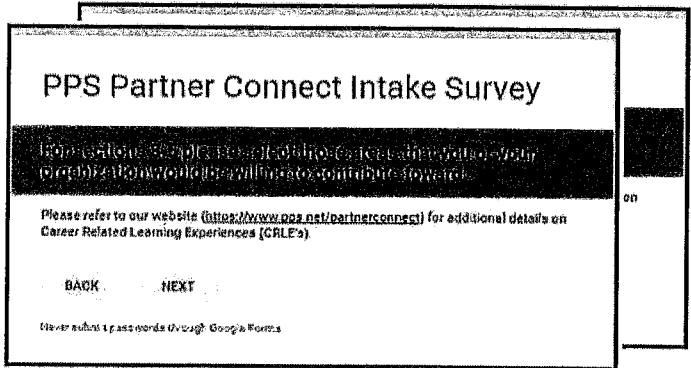
If your company is certified as a MBE, WBE, ESB, SDVBE, and/or DBE, please mark all that apply. If this does not apply, please mark N/A.

<p>Is your company certified as a Minority Business Enterprise (MBE), a Women Business Enterprise (WBE), an Emerging Small Business (ESB), a Service-Disabled Veteran Business Enterprise (SDVBE), or a Disadvantaged Business Enterprise (DBE)? Check all that apply.</p> <p><input type="checkbox"/> MBE</p> <p><input type="checkbox"/> WBE</p> <p><input type="checkbox"/> ESB</p> <p><input type="checkbox"/> SDVBE</p> <p><input type="checkbox"/> DBE</p> <p><input type="checkbox"/> N/A (Not Applicable)</p>



Career Related Learning Experiences are structured student activities that connect academic content and career-related learning to real life applications. In PPS we've broken them out into three tiers:

1. Career Awareness (primarily grades 7-9)
2. Career Exploration (primarily grades 9-11)
3. Career Preparedness (primarily grades 11-12)



Career Awareness

Career Awareness activities are designed to help students develop basic awareness of jobs and careers by interacting with CTE professionals. These experiences also help students understand the education and skill requirements for success in various fields.

Please identify those experiences that your organization might be interested in providing.

- Career Fairs (e.g., Northwest Career Expo)
- Career Presentations (Panels & Speakers)
- Worksite & Company Tours (Career Days)
- 7th grade Career Tech Exploration

STEP 3-

Career Awareness activities are designed to help students develop basic awareness of jobs and careers by interacting with CTE professionals. These experiences also help students understand the education and skill requirements for success in various fields.

Please select the experiences that you are interested in providing.

STEP 4 -

Career Exploration activities provide students with more in-depth opportunities to learn about jobs and careers in specific fields. Students interact with working professionals in the work environment; in some cases, students actually get to experience the rhythms and requirements of the modern workplace.

Career Exploration

Career Exploration activities provide students with more in-depth opportunities to learn about jobs and careers in specific fields. Students interact with working professionals in the work environment; in some cases, students actually get to experience the rhythms and requirements of the modern workplace.

Please identify those experiences that your organization might be interested in providing.

- Job Shadow
- Informational Interview
- Mock Interview
- Career Preparation Workshop

Please select the experiences that you are interested in providing.

Career Preparedness

Career Preparation experiences support college and career readiness and include extended direct interaction with professionals from industry and the community. These experiences are designed to give students supervised practical application of skills and knowledge.

Please identify those experiences that your organization might be interested in providing.

- Extended Learning Opportunities (i.e., Mentorship, Internship, Externship)
- Distance/Virtual Extended Learning Opportunities
- Cooperative Worksite Learning
- PPS Staff/Teacher Extended Learning Opportunity
- Service Learning
- Special Projects

STEP 5 -

Career Preparation experiences support college and career readiness and include extended direct interaction with professionals from industry and the community. These experiences are designed to give students supervised practical application of skills and knowledge.

Please select the experiences you are interested in providing.



STEP 6 -

Please select the additional contributions or opportunities you would be interested in.

If you are interested in volunteering, please select "Volunteer." (e.g., guest speaker, field trips, classroom help, 7th grade Career Tech Exploration)

Examples of technology and equipment donations could include welding machines and materials, robots, construction tools, 3D printers, or possibly computers that would meet program recommendations.

PPS CTE Advisory Committees provide assistance to and promote the development of Career and Technical Education Programs to meet the needs of students, teachers, business and industry, and the community.

For more information on the NW Youth Careers Expo, please visit <http://www.portlandworkforcealliance.org/>.

Other Contributions or Opportunities

Please identify any additional contributions that you or your organization might be interested in providing.

Question

- Serve on Advisory Committees
- Donation of Technology, Equipment or Other Assets (i.e., computers, welders, robots, construction equipment)
- Financial Donations
- Northwest Youth Careers Expo
- Volunteer - 7th grade Career Tech Exploration
- Other

Career Pathway Interest

Please check the applicable Career Pathway(s) you would be interested in.

Career Pathway Options

- Agriculture, Food and Natural Resource Systems (i.e., Natural Resources, Sustainable Agriculture)
- Arts, Information and Communications (i.e., Graphic Design, Digital Media, Design & Applied Arts)
- Business and Management (i.e., Business Management, Culinary/Hospitality, Marketing)
- Health Sciences (i.e., Health Services)
- Human Resources (i.e., Education, Govt. & Public Administration, Law, Public Safety & Security)
- Industrial and Engineering Systems (i.e., Arch. & Const., Auto/Transportation, Engineering, Manufacturing)
- No Preference at this time

STEP 7 -

Please select the Career Pathway Options that are applicable to your interest(s). For more in-depth descriptions of the Career Pathway, please visit <https://pps.net/pathways>.

Final Step -

Thank you for completing our survey! You will receive an auto reply email once you have submitted the form. If for some reason you do not receive an email, please email careerpath@pps.net and we will follow-up with you.

For additional information please visit: <https://www.pps.net/partnerconnect>

PPS Partner Connect Intake Survey

Thank you for taking the time to complete the PPS Partner Connect Intake Survey. We will be reaching out you in the next 10 business days. For additional information please feel free to visit our website at <https://www.pps.net/partnerconnect>



NORTHWEST
**YOUTH
CAREERS
EXPO**

Sponsor & Exhibitor Information

About the NW Youth Careers Expo

The annual NW Youth Careers Expo, hosted by the nonprofit Portland Workforce Alliance, is the state's largest career education experience for high school students. It shows students the region's amazing diversity of career opportunities, as well as the skills and education needed for those jobs.

The Expo's goals are to connect employers to their future workforce and help students make informed, inspired decisions about their education after high school – whether they choose a four-year university, community college or apprenticeship training center. The Expo grows every year, attracting many thousands of students and more than 100 of the region's top employers and postsecondary partners.

Expo sponsor and exhibitor opportunities

Become a sponsor: Generous sponsors make the Expo possible. Sponsors also invest in the year-round work of PWA, supporting high school students and the region's future workforce.

How your sponsorship helps: Your sponsorship helps pay for Expo costs. Our expenses include facility rental, booths, personnel and the PWA Breakfast. Our expense budget also includes significant funds to help high schools cover the costs of student transportation and substitute teachers.

Become an exhibitor: Join the region's leading businesses and organizations in telling students about career opportunities. Our exhibitors include top employers from every major sector, such as health care, business, technology, advanced manufacturing, construction, clean energy, government and the creative industries. They also include colleges and other postsecondary partners.

Registration is easy

Become a sponsor: Go to www.portlandworkforcealliance.org/expo and click on "Sponsor the Expo." Register online or use the printable form.

Become an exhibitor: Go to www.portlandworkforcealliance.org/expo and click on "Become an exhibitor." Register online or use the printable form.

Questions? Want to learn more?

PWA works with employers to offer career-learning experiences for students year-round, including career days, mentorship programs, internships, mock interviews and classroom presentations.

Visit PWA's "Contact us" page at <http://www.portlandworkforcealliance.org/>

Big dreams. Good jobs. All students.

ATTACHMENT I



WORKFORCE TRAINING & HIRING PROGRAM Contractor Checklist

This program applies to projects estimated at \$200,000 or more and subcontracts of \$100,000 or more

Portland Public Schools ("District") has engaged the City of Portland ("City"), Procurement Services to provide and administer the Workforce Training and Hiring Program ("Workforce Program"). The following Workforce Training & Hiring Program requirements are a summary of the key contractual obligations of contractors working on District projects. It is the Contractor's responsibility to read and fully understand this section of the bid specifications and to comply with all provisions of the program, regardless of whether they appear on this checklist. Contractors shall include in their bid all costs associated with complying with the Workforce Program.

The prime contractor and all applicable subcontractors are required to provide all workforce utilization related data electronically in LCP Tracker. The prime contractor is responsible for ensuring all subcontractors have completed all requested items.

Information related to contractor access of the system will be provided to a designated point of contact upon award of the contract. LCP Tracker is web-based and can be accessed at the following internet address: www.lcptracker.net

CHECKLIST:

For Contracts of \$200,000 or More and Subcontracts of \$100,000 or More, Contractors Must:

1. Submit a Workforce Plan (Exhibit 2) to City prior to submittal of first payroll report, or as otherwise designated. A copy of the Workforce Plan should be downloaded, filled out, and then uploaded into LCP Tracker. The Plan should detail your approach and strategies to achieve the targeted workforce goals established by the City.
2. Before starting work on this project, confirm registration as a Training Agent with the Bureau of Labor & Industries (BOLI), Apprenticeship & Training Division. Not a BOLI registered training agent? Contact BOLI (971-673-0760) or City of Portland (503-823-5047) for further information.
3. Ensure that a minimum of 20% of labor hours in each apprenticeable trade are worked by state registered apprentices. Contractors shall fulfill the 20% apprenticeship requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program, if working in excess of 300 hours in any given trade.
4. Strive in good faith to meet the diversity goals of employing women and minorities (both journey and apprentice level workers).
5. Make all reasonable and necessary efforts to employ a workforce that reflects the diversity of the City of Portland, including recruitment of a diverse workforce through the unions, the apprenticeship programs, and other community resources, as described herein.
6. Maintain written documentation of all requests for workers from the unions, apprenticeship programs, and community organizations.
7. When an apprentice is hired: Notify the City's Contract Compliance Specialist assigned to the project.
8. Submit weekly certified payroll reports via the LCP Tracker system no later than the 5th of each month.

For additional information or questions, please contact the Contract Compliance Specialist assigned to the project or the City's Workforce Program Coordinator at 503-823-5047.

ATTACHMENT F

WORKFORCE TRAINING AND HIRING PROGRAM Specifications

I. PURPOSE

A. General Program Description

The PPS Board of Education has specified that the District will ensure apprenticeship opportunities in the construction trades and will promote construction employment opportunities for minorities and women (ref. Equity in Purchasing and Contracting Policy 8.50.095-P). This objective includes a) ensuring that the District does business with contractors whose workforce reflects the diversity of the workforce found in the City of Portland and Multnomah County, and b) that their contracting dollars provide fair and equal opportunities to the Districts' diverse populations.

To implement this objective, the District has engaged City of Portland, Procurement Services to provide and administer the Workforce Training & Hiring Program ("Workforce Program"). The Workforce Program applies to all projects estimated at \$200,000 or more and to each subcontractor having a subcontract of \$100,000 or more on the project. The Contractor and all subcontractors are encouraged to fulfill the program requirements even if their contracts are less than these amounts.

Contractors shall make reasonable efforts to ensure that their workforce reflects the diversity of the City of Portland and Multnomah County.

One way contractors can make reasonable efforts to ensure that their workforce is diverse is to recruit, train, and employ minorities and women whenever possible. This portion of the Contract establishes requirements regarding that recruitment, training, and employment.

For purposes of the Workforce Program specifications, the following definitions shall apply:

"Contract" shall mean the contract awarded as a result of these bid specifications.

"Contractor" shall mean the Prime Contractor to whom a Contract is awarded, and any subcontractors with subcontracts of \$100,000 or more.

"Minorities" shall include members of either sex who are African-Americans, Hispanic Americans, Asians or Pacific Islanders, Native Americans or Alaskan Native Americans.

"Owner" shall mean the government agency that awarded the Contract, or leveraged public involvement in the project through a loan or development agreement.

"Project" shall include all work performed pursuant to the Contract.

B. Organization of Program Requirements

The Workforce Program specifications are divided into several parts.

Section II - refers to the action the Prime must take in order to be eligible for award of a contract.

Section III - lists the actions that must be taken by the Prime to meet contractual obligations.

Section IV - refers to remedies available to the Owner if a Prime fails to meet the requirements of the Workforce Program specifications.

Section V - refers to the Owner's ability to monitor compliance with the Workforce Program specification by examination of Prime and subcontractor records.

ATTACHMENT F

II. ACTIONS REQUIRED PRIOR TO BEGINNING THE PROJECT

The Prime shall thoroughly read this Workforce Program specification and commit to perform all requirements described herein. The Prime shall submit, before work begins, a Workforce Plan, which demonstrates how the workforce on this project will fulfill all program requirements, including utilization of apprentices and targeted workforce goals.

III. ACTIONS REQUIRED TO SATISFY CONTRACTUAL OBLIGATIONS

A. Make Reasonable Efforts to Have Diverse Workforce

A Prime must make all necessary and reasonable efforts to have a workforce that reflects the diversity of the City of Portland and Multnomah County and is reasonably consistent with the availability of qualified women and minorities based on Equal Employment Opportunity data supplied by the City. This requirement is in addition to any other requirement of this portion of the Contract.

1. Provide written documentation of its good faith recruitment efforts. Contractors must follow the process for recruiting apprentices and journey workers described in Section III, subsection F of this specification. This process is considered by the City to be the minimum effort to recruit a diverse workforce.
2. The failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall not excuse the Contractor's obligations under this section of the specifications.

B. Ensure Compliance by Certain Subcontractors

1. The Prime shall ensure that each subcontractor having a subcontract of \$100,000 or more, at any tier, shall comply with all of the provisions of the Workforce Program specifications. Contractors shall include in their price all costs associated with this requirement. No change order will be executed in order for the Prime to comply with the Workforce Program specifications.
2. The Prime shall provide a copy of this Workforce Program specification to all subcontractors with contracts of \$100,000 or more executed for the project.

C. Register as a Training Agent

The Prime shall register with the Oregon Bureau of Labor and Industries (BOLI) as a Training Agent and ensure that all subcontractors who have contracts in the amount of \$100,000 or more are registered as Training Agents. Registration as a Training Agent in a specific trade is not required if there are no training opportunities in that trade on the project, based on the maximum ratio allowed by BOLI.

1. Training programs approved by and registered with BOLI may be used to fulfill training requirements under the Workforce Program specifications. Other training alternatives must be approved by the City's Workforce Program Coordinator.
2. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts, which are not apprenticeable occupations are exempt from the training requirements.
3. Exemptions to the training requirements must be approved by the Owner in writing prior to starting work on the project. Written requests for exemptions related to the training requirements will be considered by the Owner only for extreme circumstances during the course of the project, and must be approved in writing. All requests to exempt all or any portion of the work on a project shall be submitted to the Owner 14 calendar days before any work on the project begins. All exemptions must be approved by the Workforce Program Coordinator. *Please note: Procedures for granting exemptions are subject to change. For the most recent updates, please visit <https://www.portlandoregon.gov/citycode/?c=26882&a=408189>.*

ATTACHMENT F

D. Submit Documentation

The Prime shall submit documentation regarding the following subjects to the Owner. The Owner's failure to object to documentation submitted by the Prime or subcontractor shall not relieve them of the requirements of the Workforce Program specifications.

1. ***Training Agent Status***

The Prime and all required subcontractors listed on the First Tier Subcontractor Disclosure Form must submit proof to the Contract Compliance Specialist that they are registered Training Agents with BOLI prior to beginning any work on the project.

2. ***Subcontractor Workforce Information***

Each subcontractor with a contract of \$100,000 or more, must submit a Workforce Plan, prior to submission of their first payroll report, or within 5 calendar days after the execution of the applicable subcontract, whichever occurs first. A copy of the Workforce Plan should be downloaded, filled out and then uploaded into LCP Tracker. Work by a subcontractor shall not begin prior to submission of such documentation.

3. ***Prime and Subcontractor Reports After Work Begins***

Weekly Certified Payroll Reports must be submitted by the Prime and any subcontractor having a subcontract of \$100,000 or more, via LCP Tracker, no later than the 5th of each month and will be used to track attainment toward the City's apprentice requirement and diversity goals. All hours subject to prevailing wage rates on public projects, in addition to supervisors, foremen and superintendents, shall be reported.

E. Use of Apprentices

The Prime shall:

1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed on the project by the Prime, and subcontractors with subcontracts of \$100,000 or more, are worked by state registered apprentices throughout the duration of the project. The Prime and subcontractors shall fulfill the 20% apprenticeship requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program, if working in excess of 300 hours in any given trade.
2. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations.
3. Not use workers previously employed at journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of these provisions.
4. Notify the Contract Compliance Specialist when an apprentice is hired for this project.
5. Count apprentice hours as follows:
 - (a) Hours worked on the project by apprentices enrolled in state-approved apprenticeship programs. If the Contractor is unable to fulfill its 20% requirement, then the Contractor may also use methods (b) and (c) below;
 - (b) Hours worked on the project by apprentices who are required to be away from the job site for related training during the course of the project, but only if the apprentice is rehired by the same employer after completion of training; and
 - (c) Hours worked on the project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the 12-month period following the apprentice's completion date.

ATTACHMENT F

F. Hiring, Requesting, Recruiting, or Replacing Workers

Contractors must follow all of these steps when hiring, requesting, recruiting or replacing workers:

For Apprentices:

1. Using the Worker Request Form, contact the appropriate apprenticeship program or dispatch center to request apprentices who are enrolled in the apprenticeship program; and
2. Request female or minority apprentices from the union or open shop apprenticeship program if such an action will help remedy historical underutilization in the Contractor's workforce.
3. If the apprenticeship program is unable to supply an apprentice and if the program is open for applications or allows direct entry from the Oregon Employment Division, make reasonable and necessary efforts to recruit apprentice applicants from WorkSource at the Oregon Employment Department, and seek to enroll them into an apprenticeship program.

WorkSource Oregon is Oregon's largest source for job ready applicants:

- Recruitment Services are local, statewide, and nationwide
- Computerized job match system matches applicants to job qualifications
- On-the-job training resources available to offset cost of new hires
- Go to: www.imatchskills.org or call 503-257-HIRE

For All Workers:

1. Make reasonable and necessary efforts to employ a diverse workforce. Such actions should include requests for minority and female applicants. Contractors are notified that direct hiring of employees (such as "walk-ons") without providing notification of that job opportunity may not be sufficient to establish the Contractor's efforts to satisfy the diversity goals; and
2. Document employment efforts. Use the Worker Request Form to keep a *written* record of requests to:
 - a. Union halls for signatory contractors;
 - b. Union or open shop apprenticeship programs;
 - c. The Oregon Employment Department. Go to: www.imatchskills.org or call 503-257-HIRE;
 - d. State-registered pre-apprenticeship programs:
http://www.oregon.gov/BOLI/ATD/pages/a_ag_partners.aspx
3. Documentation will be requested by the Owner, if a Contractor is not following their Workforce Plan or meeting the workforce diversity goals, if it appears that the Contractor has not made reasonable and necessary efforts. When requested, the Contractor shall provide that documentation to the Contract Compliance Specialist within 7 calendar days.

NOTE: Contractors may contact the Contract Compliance Specialist for assistance related to any of the above issues.

IV. CONSEQUENCES OF NONCOMPLIANCE WITH WORKFORCE PROGRAM REQUIREMENTS

The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this section of the specifications negates such funding and impairs the Owner's efforts to promote workforce diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, the parties mutually agree that failure to meet the requirements of this section of the specifications, including but not limited to the submission of required

ATTACHMENT F

documentation, constitutes a material breach of the Contract.

In the event of a breach of this section of the Contract, the Owner may take any or all of the following actions:

A. Withholding Progress Payments

The Owner may withhold all or part of any progress payment or payments until the Prime has remedied the breach of Contract. In the event that progress payments are withheld, the Prime shall not be entitled to interest on said payments.

If a subcontractor(s) is responsible for noncompliance with the Workforce Program requirements, the Owner may choose to withhold only their portion of the progress payment.

B. Retain Sums as Damages for Failure to Comply with Workforce Program Specifications

The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for the Prime's failure to comply with the Workforce Program specifications. The parties further agree that it is difficult, if not impossible, to determine the cost to the Owner when workforce opportunities are not provided. Therefore, if the Prime fails to comply with the Workforce Program provisions of this Contract, the Prime agrees to pay the sum of \$250 per day for each day of missed apprenticeship hours or until the breach of Contract is remedied. Damages may be assessed for failure to meet the 20% apprenticeship training requirements by the Prime and each required subcontractor in each trade employed. Damages will be calculated based on the training hours not provided at a rate of \$250 per day. For example, if the Contractor was required to provide 200 hours of carpenter training (20% of 1,000 total carpenter hours), and the Contractor only provided 150 training hours, then the difference (50 hours) is divided by 8 (one day of work) to determine the number of days of undelivered training. $(50/8 = 6.25 \times \$250 = \$1,562.5)$.

Damages may also be assessed for failure to fulfill the inclusive hiring process described in Section III, subsections F and G.

These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by the Contractor's failure to comply with the Workforce Program provisions of the Contract.

C. Retain Sums as Liquidated Damages for Delay

The Prime agrees that any delay to the specified contract time as a result of the Prime's failure to comply with the requirements of these specifications shall subject the Prime to the amount of liquidated damages specified elsewhere in the Contract.

D. Notification of Possible Debarment

By executing this Contract, the Prime agrees that it has been notified that failure to comply with the requirements of this portion of the Contract may lead to the Prime's disqualification from bidding on and receiving other Owner contracts.

E. Other Remedies

The remedies that are noted above do not limit any other remedies available to the Owner in the event that the Prime fails to meet the requirements of the Workforce Program specifications.

V. **REVIEW OF RECORDS**

In the event that the Owner reasonably believes that a violation of the requirements of the Workforce Program specifications has occurred, the Owner is entitled to review the books and records of the Prime and any subcontractors employed on the project to which the requirements of these specifications are applicable to determine whether such a violation has or has not occurred.

In the event that the Prime or any subcontractor fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this Contract and permit the imposition of any of the remedies noted in Section IV above, including the withholding of all or part of any progress payment.

ATTACHMENT F

ATTACHMENTS:

Recommended Recruitment & Retention Practices
Apprenticeship Ratio Data

RESOURCES:

Copies of all required forms, including the Workforce Plan and Worker Request Form can be downloaded in the LCP Tracker system at www.lcptracker.net or are available on the City's website at: <https://www.portlandoregon.gov/brfs/42255>

For questions about the City's Workforce Training and Hiring Program requirements, visit: <https://www.portlandoregon.gov/brfs/42255>

For information on State-Approved Apprenticeship Programs visit the Bureau of Labor and Industries, Apprenticeship and Training Divisions website: <http://www.oregon.gov/BOLI/ATD/pages/index.aspx>.

For procedures related to granting exemptions to the training requirements, please visit: <https://www.portlandoregon.gov/citycode/?c=26882&a=408189>.

For a list of community resources to help with the recruitment of women and minorities, please visit: http://www.oregon.gov/BOLI/ATD/pages/a_ag_partners.aspx

If you have questions after reading the information contained herein and visiting the resources above, please contact Ay Saechao at (503) 823-1090, or the City's Workforce Program Manager at (503) 823-6888.

ATTACHMENT F

RECOMMENDED GOOD FAITH RECRUITMENT & RETENTION PRACTICES

A. Recruitment Efforts

Good faith recruitment efforts are those intense, aggressive, sincere, and result-oriented actions taken by the Contractor designed to accomplish the objectives of the City Workforce Training & Hiring. Good faith recruitment efforts include, but are not limited to:

1. Work aggressively with Contractor's Joint Apprenticeship Training Committee (JATC) to recruit minorities, women and disadvantaged individuals. Provide evidence of these efforts.
2. Assist the JATC by conducting a workshop with minority and women employees to enlist their assistance as recruiters and request their ideas on how to increase employment of underutilized groups.
3. Support the efforts of the Contractor's JATC by giving all apprentices referred to the Contractor a fair chance to perform successfully, allowing for possible lack of previous experience. Recognize that the Contractor is responsible for providing on-the-job training, and that all apprentices should not be expected to have previous experience.
4. Participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades.
5. Allow scheduled job site visits by participants in community programs, as safety allows, increasing awareness of job and training opportunities in the construction trades.
6. Keep applications of those not selected for an opening. Contact when opening occurs.

B. Retention Efforts

The Contractor shall endeavor to retain minorities, women, and disadvantaged individuals by implementing steps such as the following:

1. Maintain a harassment-free work place.
2. Ensure that employees are knowledgeable about the company's policies if they need to report a harassment problem.
3. Make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards.
4. Review and disseminate, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.
5. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
6. Take steps to reduce feelings of isolation among minorities and women to curb hostile attitudes and behavior (e.g., have several minorities and women at the job site, provide access to support group system).
7. Provide adequate toilet facilities for women on the job site.
8. Match minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a journey-level mentor.

ATTACHMENT F Apprenticeship Ratio Data

*Ratios may change pursuant to actions taken by the Oregon State Apprenticeship & Training Council/BOLI. For the purposes of this contract, the ratios approved by BOLI on the date the bid is advertised shall prevail.

APPRENTICE TO JOURNEY RATIO*

<u>TRADE</u>	<u>1st Apprentice</u>	<u>2nd Apprentice</u>	<u>Max</u>
Asbestos/Insulation Workers	1/1	1/4	
Brick/Marble/Terrazzo/Tile Finisher	1/1	1/3	
Bricklayer/Masonry	1/1	1/3	
Carpenter (Portland)	1/1	1/1	1/1 for first three apprentices; 1/5 after
Carpet Installers/Floorlayers	1/1	1/3	
Cement Masons	1/2 (1/1 Open Shop)	1/3	
Drywall Applicator (Ext/Int Specialists)	1/1	1/1	1/1 for the first three apprentices; 1/5 thereafter
Drywall Finisher (Taper)	1/1	1/3	1/3 thereafter
Electricians			
Inside	1/1	1/3	Allowed 2 apprentices for every 3 journey
Limited Energy/Limited Residential	1/1	1/1	
Construction Lineman	1/1		Max. 2 apprentices a crew/subject to conditions
Limited Maintenance	1/1	1/2	
Stationary Engineer	1/1	1/3	
Elevator Contractor	1/1	1/3	
Environmental Control System (HVAC)	1/1	1/1	Additional apprentices at 1/3
Glass Installer (Glazier)	1/1	1/3	
Hod Carrier/Mason Tender	1/1	1/5	
Iron Worker	1/1	1/3	
Laborer (Construction)	1/1	1/5 (1/3 open shop)	1/10 Union – 10 max
Maintenance Mechanic	1/1	1/3	
Millwright	1/1		1/1 for first three apprentices, 1/5 after
Operating Engineer (Heavy)	1/1-4	2/5-9	3/10-19 4/20-24 5/25-29 30 or more 1/for each 5 additional operators
Painting & Sandblasting	1/1	1/3	
Painting (Traffic Control)	1/1	1/4	
Pile Drivers	1/1	1/1	1/1 for first three apprentices, 1/5 thereafter
Pipe Fitters	1/1	1/1	1/3 thereafter
Plasterers	1/1	1/3	
Plumber	1/1	1/1	1/1 for first two apprentices, 1/3 after
Roofer	1/1	1/1	
Scaffold Erector	1/1		1/1 for the first five apprentices; 1/5 thereafter
Sheet Metal Worker	1/1	1/1	1/1 for first two apprentices, 1/3
Sheet metal Worker (Residential)	1/1	1/3	
Sign Maker/Erector	1/1	1/1	
Sprinkler Fitter	1/1	1/1	
Steamfitters	1/1	1/1	1/1 for the first two apprentices on the job; 1/3 thereafter
Terrazzo Worker	1/1	1/3	
Tile/Marble Setter	1/1	1/3	
Truck Driver (Heavy)	1/1	1/1	

ATTACHMENT F

Exhibit 2

Workforce Plan

Instructions

1. This form must be completed by the prime and each subcontractor with a subcontract of \$100,000 or more.
2. Please state how you plan to perform the work on this project, indicating the number of journey workers and apprentices, by trade.
3. This plan must demonstrate how your company will fulfill all Workforce Training & Hiring Program requirements, including utilization of apprentices, and diversity goals.

Bid #: _____ **Project Name:** _____

Company Name: _____ **Contract Amount: \$** _____

Federal Tax ID: _____ **Prime Contractor:** **Subcontractor:**

List all Trades to be used on this Project (one trade, per line)	Total # of Journey Workers	Total # of Apprentices	Total # of Female Workers	Total # of Minority Workers	# and level of New Hires (i.e. 1A or 1J)	Anticipated Start Date	Estimated Total Hours (all workers in each trade)

Please list the apprentices who will work on this project. If you need more space, attach an additional sheet of paper. Compliance Staff must approve all apprentices on the project.

Name of Apprentice	Trade	Race	Gender	Date of Hire	STAFF USE ONLY

If no current apprentices, indicate when and how they will be hired:

Name of Workforce Plan Administrator (for Apprentice/Diversity Goals): _____ Phone: _____ Fax: _____

E-mail address? _____

Are you a registered Training Agent? Yes No Are you a Union or Open Shop Contractor? Union Open Shop

Which JATC dispatches apprentices to your company?

Name: _____ Phone: _____ Fax: _____

Name: _____ Phone: _____ Fax: _____

Please answer the following questions concerning your efforts to achieve the diversity goals on this project:

1. How do you plan to achieve the diversity goals on this project?
2. Other than your JATC, what resources will you use to recruit minority and female workers for this project (please check all that apply)?

<input type="checkbox"/> Oregon Tradeswomen	<input type="checkbox"/> ETAP	<input type="checkbox"/> Portland YouthBuilders
<input type="checkbox"/> Constructing Hope	<input type="checkbox"/> Job Corps	<input type="checkbox"/> Other
3. Do you need any assistance with meeting the apprenticeship requirements or diversity goals on this project?

Yes No

Prepared By (print): _____ **Signature:** _____ **Date:** _____

Place Holder
For Exhibit J
OCIP Manual (OCIP
Policy Not Issued by
PPS as of August 2019)
Anticipated to be issued
Spring 2021

Place Holder
For Exhibit K
OCIP Enrollment forms
(OCIP Policy Not Issued
by PPS as of August
2019)
Anticipated to be issued
Spring 2021

Snap Report
BENSON

Portland Public Schools (OR)

ASBESTOS MATERIALS

The following materials either tested positive or are presumed to be asbestos-containing. Materials that had mixed results are considered positive. Materials not sampled may contain asbestos and should be tested to verify asbestos content prior to impact, demolition, renovation, etc.

(+) Tested Positive, (M) Mixed Results, (P) Presumed Positive

BENSON (115)

Result	Material	Location	Quantity
+	Caulk	Automotive D130; perimeter door, tan door frame caulk	0
+	Caulk	Base coat E110; tan door frame caulk	0
M	Vinyl Floor Tile	Classroom E122; 9" gray vinyl floor tile with black mastic	0
+	Gypsum Wallboard/Joint Compound	C-wing west mechanical area, gypsum and joint compound firewall	0
+	Built-up Roofing	C-wing west mechanical area, overbuilt flat tar roof section	0
+	Vinyl Floor Tile	East hall 9" gray vinyl floor tile with black mastic	0
M	Caulk	Electronics F127, gray perimeter door frame caulk	0
+	Sink Undercoating	Foundry building, staff room, black sink coating	0
+	Chalk	Foundry building; staff room, gray chalkboard	0
M	Sheet Floor Covering	Foundry building, upper custodial off-white speckled sheet floor covering	0
M	Sheet Floor Covering	Foundry; women's restroom tan sheet floor covering	0
M	Historical Materials	Historical Samples	0
M	Glue-on Ceiling Tiles	Pattern shop F102, 11" by 11" white textured ceiling tile with brown glue dots	0
+	Sink Undercoating	Photo E108 white sink coating	0
+	Caulk	Sheet metal shop; storage, tan exterior door frame caulk	0
+	Cement Asbestos Board	Welding C145, transite welding booth panels	0

Report Date: February 2019

Snap Report

BENSON

Portland Public Schools (OR)

BENSON (115) BENSON - AUDITORIUM/B1 (115F)

Result	Material	Location	Quantity
P	Wall and Ceiling Plaster	Auditorium Wing (1931)	0

BENSON (115) BENSON - AUDITORIUM/ROOF (115F)

Result	Material	Location	Quantity
P	Roofing - Built up	Auditorium Wing	12000 sf

BENSON (115) BENSON - C-WING/FIRST FLOOR (115B)

Result	Material	Location	Quantity
P	Asbestos Pipe Insulation 4" - 12" OD	C Wing - Room C149	12 lf
P	Transite panels	C Wing - Room C149	270 sf
P	Mag Pipe Insulation 4" - 12" OD	Room C127	10 lf
P	Gypsum Wallboard/Joint Compound	Wing C	0

BENSON (115) BENSON - D-WING/FIRST FLOOR (115G)

Result	Material	Location	Quantity
P	Wall and Ceiling Plaster	D wing	0

BENSON (115) BENSON - E-WING/FIRST FLOOR (115D)

Result	Material	Location	Quantity
P	Wall and Ceiling Plaster	E wing	0

BENSON (115) BENSON - F-WING/FIRST FLOOR (115C)

Result	Material	Location	Quantity
P	Hard Fittings/Fiberglass 4" - 6" OD	F Wing - First Floor Pattern Storage	3 ea
P	Hard Fittings/Fiberglass 4" - 6" OD	F Wing - Room F102	5 ea
P	Hard Fittings/Fiberglass 4" - 6" OD	F Wing - Room F106	3 ea

BENSON (115) BENSON - KBPS/FIRST FLOOR (115K)

Result	Material	Location	Quantity
P	Wall and Ceiling Plaster	KBPS	0

Snap Report
BENSON

Portland Public Schools (OR)

BENSON (115) BENSON - LIBRARY ADDITION/FIRST FLOOR (115J)

Result	Material	Location	Quantity
P	Wall and Ceiling Plaster	1953 Library Science Addition	0

BENSON (115) BENSON - MAIN/ATTIC (115A)

Result	Material	Location	Quantity
P	Asbestos Pipe Insulation 4" - 12" OD	Attic Shop Wings C & E	1007 lf
P	Hard Fittings/Fiberglass 4" - 6" OD	Central Building Attic - Above G201 - G202	2 ea
P	Mag Pipe Insulation 4" - 12" OD	Central Building Attic - Above G201 - G202	55 lf
P	Mag Pipe Insulation 4" - 12" OD	Central Building Attic - West Fan Room	50 lf

BENSON (115) BENSON - MAIN/B1 (115A)

Result	Material	Location	Quantity
P	Asbestos Pipe Insulation 4" - 12" OD	Basement Custodian Storage 2	102 lf
P	Mag and cardboard Pipe Insulation	Boiler Room	1591 lf
P	Boiler Insulation - Two Boilers	Boiler Room	780 sf
P	Tank Insulation - Three Tanks	Boiler Room	357 sf
P	Mag Pipe Insulation 4" - 12" OD	Cafeteria Fan Room	150 lf
P	Mag Pipe Insulation 4" - 12" OD	Cafeteria tunnels	1770 lf
P	Asbestos Pipe Insulation 4" - 12" OD	Central Building - Basement - Walls and Ceiling Above Cafeteria	1030 lf
P	Asbestos Pipe Insulation 4" - 12" OD	Central Building - Tunnel Under Original Building	1020 lf
P	Asbestos Pipe Insulation 4" - 12" OD	Central Building - Tunnels To Boys Gym	120 lf
P	Asbestos Pipe Insulation 4" - 12" OD	Central Building - Tunnels To Gym	200 lf
+	WAF of various colors 9" x 9"	Central Building Basement	5000 sf
P	Asbestos Pipe Insulation 4" - 12" OD	Custodian Storage 1 - Breakroom	310 lf
P	Hard Fittings/Fiberglass 4" - 6" OD	Gym - Wing Basement - NW Stairwell	2 ea
P	Hard Fittings/Fiberglass 4" - 6" OD	Gym Wing - Basement - South Hall G8	5 ea
P	Hard Fittings/Fiberglass 4" - 6" OD	Gym Wing - Basement - Team Room G27A	3 ea
P	Hard Fittings/Fiberglass 4" - 6" OD	Gym Wing - Basement - Team Room G31C	2 ea
P	Hard Fittings/Fiberglass 4" - 6" OD	Gym Wing - Basement - Under NE Stair Landing	2 ea
P	Mag Pipe Insulation 4" - 12" OD	Gym Wing - Basement Mechanical Room	190 lf
P	Hard Fittings/Fiberglass 4" - 6" OD	Gym Wing - Drying Room G23	10 ea

Snap Report
BENSON

Portland Public Schools (OR)

BENSON (115) BENSON - MAIN/B1 (115A)

Result	Material	Location	Quantity
P	Hard Fittings/Fiberglass 4" - 6" OD	Gym Wing - Drying Room G30	1 ea
P	Hard Fittings/Fiberglass 4" - 6" OD	Gym Wing - Drying Room G32	12 ea
P	Hard Fittings/Fiberglass 4" - 6" OD	Gym Wing - Drying Room G34	12 ea
P	Asbestos Pipe Insulation 4" - 12" OD	Gym Wing - Girls Locker Room	5 lf
P	Hard Fittings/Fiberglass 4" - 6" OD	Gym Wing - Girls Locker Room	15 ea
P	Hard Fittings/Fiberglass 4" - 6" OD	Gym Wing - Team Room G330	3 ea
P	Expansion tank insulation	Gym Wing Boys Locker Room - Fan Room	18 sf
P	Converter Insulation	Gym Wing Boys Locker Room - Fan Room	16 sf
P	Asbestos Pipe Insulation 4" - 12" OD	Main Tunnel From Boiler	1550 lf

BENSON (115) BENSON - MAIN/FIRST FLOOR (115A)

Result	Material	Location	Quantity
P	Fire Doors	Auto Shop Building - First Floor	15 sf
P	Cardboard pipe insulation 4" OD	Auto Shop Building - First Floor Corridor Between D121 - D112	8 lf
P	Mag Pipe Insulation 4" - 12" OD	Auto Shop Building - Room D107	164 lf
P	Mag Pipe Insulation 4" - 12" OD	Auto Shop Building - Room D112	296 lf
P	Mag Pipe Insulation 4" - 12" OD	Auto Shop Building - Room D121	280 lf
P	Mag Pipe Insulation 4" - 12" OD	Auto Shop Building - Room D140	38 lf
P	Air Cell Pipe Insulation 4" OD	Auto Shop Building - Room D143	19 lf
P	Mag and cardboard Pipe Insulation 4" OD	Auto Shop Building Room D103 (storage)	36 lf
P	Vinyl Floor Tiles of various colors 3'x9'	Central Building - First Floor	12775 sf
P	Air Cell Pipe Insulation 4" OD	Main Building - Above/Behind Walls and Ceilings in Science Rooms	1000 lf
P	Mag and aircell Pipe Insulation	Main Building - Fan Room 110	410 lf
P	Duct Insulation	Main Building - Fan Room 110	400 sf
P	Hard Fittings/Fiberglass 4" - 6" OD	Main Building - First Floor East Corridor (near stock room)	7 ea
P	Hard Fittings/Fiberglass 4" - 6" OD	Main Building - Room 127A	3 ea
P	Mag Pipe Insulation 4" - 12" OD	Main Building - Storage Room 126	260 lf
P	Mag Pipe Insulation 4" - 12" OD	Room D130	112 lf
P	Cardboard pipe insulation 4" OD	Room D148	22 lf

Snap Report
BENSON

Portland Public Schools (OR)

BENSON (115) BENSON - MAIN/ROOF (115A)

Result	Material	Location	Quantity
P	Mag Pipe Insulation 4" - 12" OD	Central Building - Boys Gym Penthouse	318 sf
P	Asbestos Pipe Insulation 4" - 12" OD	Central Building - Penthouse E	200 sf
P	Duct tape	Central Building - Penthouse E	5 sf

BENSON (115) BENSON - MAIN/SECOND FLOOR (115A)

Result	Material	Location	Quantity
P	Mag Pipe Insulation 4" - 12" OD	Auto Shop Building - Room D201	70 sf
P	Mag Pipe Insulation 4" - 12" OD	Auto Shop Building - Room D202	60 sf
P	Fire Doors	Auto Shop Building - Second Floor	10 sf
P	Mag Pipe Insulation 4" - 12" OD	Auto Shop Building - Storage Room (across from D208)	25 sf
P	Vinyl Sheet Flooring	Central Building - Second Floor	156 sf
+	VAT of various colors 9' x 9'	Central Building - Second Floor	5000 sf
P	Transfer tile	Central Building - Second Floor - NE Stairwell Ceiling	360 sf
P	Mag Pipe Insulation 4" - 12" OD	Main Building - Fan Room (near room 205)	45 sf
P	Mag Pipe Insulation 4" - 12" OD	Room D206	130 sf

BENSON (115) BENSON - NEW GYM/ROOF (115H)

Result	Material	Location	Quantity
P	Mag, air cell and cardboard pipe insulation 2" - 10" OD	1948 addition - North wing Attic	125 sf
P	Mag, air cell and cardboard pipe insulation 2" - 10" OD	1948 addition - South wing Attic	125 sf

BENSON (115) BENSON - OLD GYM/FIRST FLOOR (115E)

Result	Material	Location	Quantity
P	Wall and Ceiling Plaster	1925 Old Gym (west)	0
P	Hard Fittings/Fiberglass 4" - 6" OD	Gym Wing - Boys G100	14 ea
P	Mag Pipe Insulation 4" - 12" OD	Gym Wing - Girls G105	6 sf
P	Hard Fittings/Fiberglass 4" - 6" OD	Gym Wing - Old Gym SW Storage	5 ea

MATERIALS THAT TESTED NEGATIVE

The following materials tested negative. Although no asbestos was detected, it is possible that further sampling could indicate asbestos content. It may be prudent to test prior to impact, demolition, renovation, etc.

Snag Report
BENSON

Portland Public Schools (OR)

BENSON (115)

Material	Location
Joint Compound	Automotive D130; black concrete expansion joint material
Gypsum Wallboard	Automotive D130; gypsum ceiling board
Ceramic Tile/Grout	Automotive D130; lavatory, tan ceramic tile and grout
Glued-on Ceiling Tiles	Automotive D130; office 1' by 1' white even-hole pattern ceiling tile with brown mastic
Joint Compound	Aviation 115 black concrete expansion joint material
CMU	Aviation D115 cement block and mortar
Brick	Aviation D115 storage, welding table fire brick
Mechanical Isolation Cloth	Body shop D140, black furnace mechanical isolation cloth
Duct Felt Tape	Body shop D140, hall, ducttape yellow/gray fiberglass
Gypsum Wallboard	Body shop D140, mech area gypsum ceiling board
Lay-in Ceiling Tile	Body shop; upper storage 2' by 4' gypsum lay-in ceiling tile
Mechanical Isolation Cloth	Cafeteria upper storage, white woven mechanical isolation cloth
Brick	Classroom C145; red brick and mortar
Mastic	Classroom C145; yellow carpet mastic
Corkboard	Classroom D202; corkboard and brown mastic
Concealed Grid Ceiling Tile	Classroom D207; 1' by 1' white even hole pattern concealed grid ceiling tile
Covebase/Mastic	Classroom D207; 4" black covebase with brown mastic
Gypsum Wallboard	Classroom D207; hall, gypsum ceiling board
Gypsum Wallboard/Joint Compound	Classroom D206; gypsum and joint compound
Window	Classroom D206; tan black interior window frame insert
Covebase/Mastic	Classroom E126; 4" black covebase with yellow and brown mastic
Caulk	Classroom E128; tan rubbery door frame caulk
Covebase/Mastic	Classroom F107; 4" black covebase with yellow mastic
Mastic	Classroom F113; yellow carpet mastic
Lay-in Ceiling Tile	Computer room 2' by 4' white lay-in ceiling tile
Covebase/Mastic	Computer room 4" black covebase with brown mastic

Snap Report
BENSON

Portland Public Schools (OR)

BENSON (115)	
Material	Location
Gypsum and Plaster	Computer room: gypsum and plaster
Covebase/Mastic	C-wing hall: 4" black covebase with brown mastic
Mechanical Isolation Cloth	C-wing west mechanical area: gray mechanical isolation cloth
Roofing Felt	C-wing: west mechanical area: overbu. fl roof shingle and paper
Roofing Felt	C-wing, west mechanical area, overbu. fl roof shingle and paper
Glued-on Ceiling Tiles	Diesel D101, office: 1' by 1' white ceiling tile with brown mastic
Vinyl Floor Tile	Drafting F201: 12" off-white vinyl floor tile with yellow mastic
Mechanical Isolation Cloth	East hall, attic mechanical, gray cloth mechanical isolation cloth
Vinyl Floor Tile	Electronics E123: 12" tan vinyl floor tile with black mastic
Gypsum Wallboard/Joint Compound	Electronics E123: gypsum and joint compound ceiling above grid
Vinyl Floor Tile	Electronics E123, hall: 12" gray grid pattern vinyl floor tile with yellow mastic
Lay-in Ceiling Tile	Electronics E123; hall: 2' by 4' white cellulose lay-in ceiling tile
Covebase/Mastic	Electronics E123, hall: 4" gray covebase with yellow and brown mastic
Sink Undercoating	Electronics E123, hall: black sink coating
Vinyl Floor Tile	Electronics E127: 12" orange/white vinyl floor tile and black mastic
CMU	Electronics E127: CMU block and mortar
Tectum	Electronics E127: tectum ceiling tiles
Covebase/Mastic	Electronics E131: 4" brown covebase with brown mastic
Gypsum Wallboard/Joint Compound	Foundry building: gypsum and joint compound
Sheet Floor Covering	Foundry building: off-white speckled sheet floor covering
Sprayed Fibrous Fireproofing	Foundry building: south stairwell: fluffy stair fireproofing
Sheet Floor Covering	Foundry building: stairwell, north: black stair tread with brown mastic

Snap Report
BENSON

Portland Public Schools (OR)

BENSON (115)

Material	Location
Sprayed Fibrous Fireproofing	Foundry building stairwell, north. fluffy stair fireproofing
Mastic	Foundry building upper hall, gray carpet square mastic
Hard Fittings/Fiberglass	Foundry building upper men's restroom, hard fitting on fiberglass insulation
Gypsum Wallboard/Joint Compound	Foundry ceramics office, gypsum and joint compound
Lay-in Ceiling Tile	Foundry ceramics 2' by 4' white fiberglass lay-in ceiling tile
Duct Felt Tape	Foundry ceramics thin white duct tape
Concealed Grid Ceiling Tile	Foundry F116: 1' by 1' off-white textured concealed grid ceiling tile
Covebase/Mastic	Foundry F116; 4' black covebase with brown mastic
Brick	Foundry F116: brick and mortar wall
Duct Felt Tape	Foundry F116, foundry exhaust AHU duct tape
Panel	Foundry F116, plaster window frame panel
CMU	Foundry storage room; cement block and mortar
Duct Felt Tape	Foundry; lockers hall thin white duct tape
Vinyl Floor Tile	Foundry, men's restroom, 12" off-white vinyl floor tile with black mastic
Gypsum Wallboard/Joint Compound	KPBS classroom 25, gypsum and joint compound
Mastic	KPBS classroom 28, orange wall panel mastic
Sink Undercoating	KPBS conference, black sink coating
Mortar	KPBS conference, white glass block mortar
Sheet Floor Covering	KPBS custodial room; gray sheet vinyl
Sheet Floor Covering	KPBS electrical room; gray jute-back sheet floor covering and white mastic on concrete
Sheet Floor Covering	KPBS men's restroom, gray speckled sheet floor covering
Mastic	KPBS men's restroom, tape and wainscot mastic
Mastic	KPBS production 17, wainsot and wallboard with fiberglass ceiling panels
Leveling Compound	KPBS reception, white leveling compound
Lay-in Ceiling Tile	KPBS records library; 2' by 4' white lay-in ceiling tile
Lay-in Ceiling Tile	KPBS southwest hall; 2' by 2' white grid-pattern lay-in ceiling tile

Snag Report
BENSON

Portland Public Schools (OR)

BENSON (115)	
Material	Location
Duct Felt Tape	KPBS southwest hall, white thin duct tape
Mastic	KPBS southwest hall, yellow carpet mastic
Covebase/Mastic	KPBS sprinkler room; 4" blue covebase with yellow mastic
Gypsum Wallboard/Joint Compound	KPBS sprinkler room, gypsum and joint compound
Covebase/Mastic	KPBS stairwell; 4" tan covebase with white mastic
Gypsum Wallboard/Joint Compound	KPBS upper storage, gypsum and joint compound
Duct Felt Tape	KPBS upper storage, white thin duct tape
Mastic	KPBS upper storage, yellow carpet mastic
Ceramic Tile/Grout	Men's E142; brown ceramic floor tile and grout
Ceramic Tile/Grout	Men's E142; pink ceramic wall tile and grout
Wall and Ceiling Plaster	Office E129, plaster walls
Duct Felt Tape	Pattern shop F102, thin exhaust system duct tape
Wall and Ceiling Plaster	Photo E109; dark room, plaster wall
Gypsum Wallboard/Joint Compound	Painting E105; gypsum and joint compound
Gypsum Wallboard/Joint Compound	Sheet metal shop; storage, gypsum and joint compound
Vinyl Floor Tile	Storage E124, 12" white vinyl floor tile with orange mastic
Vinyl Floor Tile	Storage E124; near annex, 12" gray grid pattern vinyl floor tile with black mastic
Gypsum Wallboard/Joint Compound	Storage E124, near annex, gypsum and joint compound storage room construction
Covebase/Mastic	Tech C102, black 4" covebase with yellow mastic
Gypsum Wallboard/Joint Compound	Tech C102, newer office gypsum and joint compound
Wall and Ceiling Plaster	Tech C122, plaster soffits
Ceramic Tile/Grout	Welding C145 bathroom, pink ceramic wall tile and grout
Caulk	Welding C145, black interior window sealant
CMU	Welding C145, storage, cement masonry unit block and mortar
Brick	Welding C145, tan welding station fire brick blocks
Tectum	Welding C145, tectum ceiling tile

Snap Report
BENSON

Portland Public Schools (OR)

BENSON (115) BENSON - F-WING/FIRST FLOOR (115C)

Material	Location
Spray Ceiling Insulation	Central Building / First Floor / F Wing / Stairwell

BENSON (115) BENSON - LIBRARY ADDITION/FIRST FLOOR (115J)

Material	Location
Spray on	Central Building / First Floor / Library Addition

BENSON (115) BENSON - MAIN/B1 (115A)

Material	Location
Wall & Ceiling Plaster	Central Building / Basement / Walls and Ceiling
Ceiling Tile	Central Building / Basement / Walls and Ceiling
Glue-on Ceiling Tiles- Ceiling Tiles and Mastic	Central Building / Basement / Walls and Ceiling / Above Cafeteria

BENSON (115) BENSON - MAIN/FIRST FLOOR (115A)

Material	Location
Sprayed Fibrous Fireproofing	Central Building / First Floor / H Wing / Corridor
Gypsum and Ceiling plaster	Central Building / First Floor / H Wing / Walls and Ceilings
Gypsum Wall board	Central Building / First Floor / H Wing / Walls and Ceilings
Wall & Ceiling Plaster	Central Building / First Floor / Walls and Ceiling
Ceiling Tile	Central Building / First Floor / Walls and Ceiling
Wall and Ceiling Plaster	Original 1916 Construction (admin. Library, C wing)

BENSON (115) BENSON - MAIN/SECOND FLOOR (115A)

Material	Location
Gypsum Wallboard/Joint Compound-Wallboard and clear adhesive	Central Building / Attic / Shop Wings C & E
Wall & Ceiling Plaster	Central Building / Second Floor / A Wing / Walls and Ceiling
Subfloor sound insulation	Central Building / Second Floor / Main Building / Subfloor
Ceiling Tile	Central Building / Second Floor / Walls and Ceiling
Wall & Ceiling Plaster	Central Building / Second Floor / Walls and Ceiling

Snap Report
 BENSON

Portland Public Schools (CR)

BENSON (115) BENSON - NEW GYM/FIRST FLOOR (115H)

Material	Location
Wall and Ceiling Plaster	1964 New Gym (east)

ASBESTOS SUMMARY

April 1996 to April 1996 - PBS bulk samples
 Activity: O & M - Location: Roof

roof debris

April 1996 to April 1996 - 24
 Activity: O & M - Location: Roof - BENSON

roof debris

August 1996 to August 1996 - PBS bulk samples
 Activity: O & M - Location: Boiler room, Machine Shop

unspecified material

November 1996 to November 1996 - H
 Activity: O & M - Location: Rooms 107, 109, 201, 204, 109, 210, 214, 217

plaster, floor tile and mastic

November 1996 to November 1996 - 19
 Activity: O & M - Location: Rooms 107, 109, 201, 204, 109, 210, 214, 217 - BENSON

plaster, floor tile and mastic

October 1997 to October 1997 - H
 Activity: O & M - Location: Athletics Room

tile and mastic

July 1998 to July 1998 - 25
 Activity: O & M - Location: Roof area by Boiler room - BENSON

roofing insulation

July 1998 to July 1998 - H
 Activity: O & M - Location: Roof area by Boiler room

roofing insulation

March 1999 to March 1999 - H
 Activity: O & M - Location: Technical room above ceiling

fiberglas and sheetrock

Snap Report
 BENSON

Portland Public Schools (OR)

March 1999 to March 1999 - 17

Activity: O & M - Location: Tech net room above ceiling - BENSON

fiborboard and sheetrock

December 2000 to December 2000 - 01

Activity: O & M - Location: Boiler Room - BENSON

Glove bags 3 on boiler #3

December 2000 to December 2000 - 14

Activity: O & M - Location: Boiler Room

Glove bags 3 on boiler #3

December 2000 to December 2000 - 14

Activity: O & M - Location: Boiler Room

Removed ACM from around access door boiler #1

December 2000 to December 2000 - 14

Activity: O & M - Location: Boiler Room

Glove bags at Boiler #2

June 2002 to June 2002 - PBS 6821.010

Activity: O & M - Location: C-Wing

Remove approx. 140 linear feet of pipe insulation from multiple wash basins

June 2002 to June 2002 - PBS 6821.010

Activity: O & M - Location: D-wing

Remove approx. 710 linear feet pipe insulation from multiple areas

June 2002 to June 2002 - PBS 6821.010

Activity: O & M - Location: Boiler room entrance

Remove approx. 90 linear feet of pipe insulation

June 2002 to June 2002 - 21

Activity: O & M - Location: C-Wing - BENSON

Remove approx. 140 linear feet of pipe insulation from multiple wash basins

March 2004 to March 2004 - 09

Activity: O & M - Location: Room D145 - BENSON

Repair damaged asbestos pipe insulation in the auto paint shop - overhead pipes damaged

March 2004 to March 2004 - 14

Activity: O & M - Location: Room D145

Repair damaged asbestos pipe insulation in the auto paint shop - overhead pipes damaged

Snap Report
BENSON

Portland Public Schools (QR)

June 2004 to June 2004 - 6823.016
Activity: O & M - Location: Boiler room

Removal and disposal of asbestos-containing pipe insulation and mag block insulation

June 2004 to June 2004 - 20
Activity: O & M - Location: Boiler room - BENSON

Removal and disposal of asbestos-containing pipe insulation and mag block insulation

July 2008 to July 2008 - 30
Activity: Renovation/Repair/Painting - Location: Classroom C102 - BENSON

Removal and disposal of 4 LF of asbestos-containing pipe insulation

July 2008 to July 2008 - PBS Pr#6827.014
Activity: Renovation/Repair/Painting - Location: Classroom C102

Removal and disposal of 4 LF of asbestos-containing pipe insulation

December 2008 to December 2008 - PBS #6500.273
Activity: Renovation/Repair/Painting - Location: Restroom across from Classroom F210

Removal and disposal of 156 SF of asbestos-containing sheet vinyl flooring

December 2008 to December 2008 - 29
Activity: Renovation/Repair/Painting - Location: Restroom across from Classroom F210 - BENSON

Removal and disposal of 156 SF of asbestos-containing sheet vinyl flooring

August 2009 to August 2009 - 8
Activity: O & M - Location: various locations - BENSON

Enable <1 SF

August 2009 to August 2009 - H
Activity: O & M - Location: various locations

Enable <1 SF

May 2010 to May 2010 - PBS 6500.333
Activity: O & M - Location: Boiler room

removal of approx. 21 sq feet of boiler insulation.

May 2010 to May 2010 - 07
Activity: O & M - Location: Boiler room - BENSON

removal of approx. 21 sq feet of boiler insulation.

January 2013 to January 2013 - H
Activity: O & M - Location: Room 204 ceiling

03

Snap Report
BENSON

Portland Public Schools (OR)

October 2013 to October 2013 - H

Activity: O & M - Location: Mechanical room

na

March 2014 to March 2014 - H

Activity: O & M - Location: Boiler room

na

March 2014 to March 2014 - 28

Activity: Renovation/Repair/Painting - Location: Attic fan room above room E-131 - BENSON

Patch and Repair

March 2014 to March 2014 - PPS# 6000.537

Activity: Renovation/Repair/Painting - Location: Attic fan room above room E-131

Patch and Repair

April 2014 to April 2014 -

Activity: Clearance - Location: New gym - BENSON

New gym

April 2014 to April 2014 - H

Activity: Clearance - Location: New gym

na

December 2014 to December 2014 - H

Activity: O & M - Location: room 127

2 LF removal of TSI to access and repair steam leak

December 2014 to December 2014 - 14

Activity: O & M - Location: room 127 - BENSON

2 LF removal of TSI to access and repair steam leak

April 2015 to April 2015 - 03

Activity: O & M - Location: Gym stairwell - BENSON

poured flooring and covebase

April 2015 to April 2015 - H

Activity: D & M - Location: Gym stairwell

poured flooring and covebase

May 2015 to May 2015 - H

Activity: D & M - Location: Boys Gym, Porthouse

mag pipe insulation and asbestos pipe insulation

Snap Report
 BENSON

Portland Public Schools (OR)

May 2015 to May 2016 - 18

Activity: O & M - Location: Boys Gym Penthouse - BENSON

mag pipe insulation and asbestos pipe insulation

December 2015 to December 2015 - 6500.632

Activity: O & M - Location: Health Clinic - BENSON

Benson HS Asbestos Abatement Closeout

December 2015 to December 2015 - PBS 6500.632

Activity: O & M - Location: Health Clinic

Benson HS Asbestos Abatement Closeout

December 2015 to April 2016 - 15

Activity: O & M - Location: Health Clinic - BENSON

Asbestos abatement and disposal

December 2015 to April 2016 - H

Activity: O & M - Location: Health Clinic

Asbestos abatement and disposal

February 2016 to February 2016 - H

Activity: O & M - Location: by Room 141

hard fitting on fiberglass line

February 2016 to February 2016 - H

Activity: O & M - Location: by Room 141

hard fitting on fiberglass line

February 2016 to February 2016 - 02

Activity: O & M - Location: by Room 141 - BENSON

hard fitting on fiberglass line

February 2016 to February 2016 - 03

Activity: O & M - Location: by Room 141 - BENSON

hard fitting on fiberglass line

May 2016 to May 2016 - H

Activity: O & M - Location: various locations

hard fittings mag pipe insulation

June 2016 to June 2016 - H

Activity: O & M - Location: G-20

roof eave insulation

Snap Report
 BENSON

Portland Public Schools (OR)

June 2016 to June 2016 - H
 Activity: O & M - Location: Roof at area of G20*

roofing insulation

July 2016 to July 2016 - 16
 Activity: O & M - Location: Boiler Room - BENSON

boiler room insulation

July 2016 to July 2016 - H
 Activity: O & M - Location: Boiler Room

boiler room insulation

August 2016 to August 2016 - H
 Activity: O & M - Location: Boiler room

boiler room dust

August 2016 to August 2016 - H
 Activity: O & M - Location: Boiler

na

October 2016 to October 2016 - H
 Activity: O & M - Location: BENSON

TSI - Boiler

October 2016 to October 2016 - 12
 Activity: O & M - Location: BENSON

TSI - Boiler

December 2016 to December 2016 - H
 Activity: O & M - Location: Room 214

wall build out plaster board

January 2017 to January 2017 - H
 Activity: O & M - Location: various locations throughout the school

mag and pipe insulation, hard fittings, breeching, tank and boiler insulation, VAT/mastic fire door, wall and ceiling plaster, transite board, joint compound

May 2018 to May 2018 - H
 Activity: Database Update - Location: BENSON 2018 Asbestos Sample Migration

Import Historical Bulk Samples for BENSON from PBS Engineering and Environmental Website

May 2018 to May 2018 - H
 Activity: Database Update - Location: Import BENSON - C-WING/FIRST FLOOR Materials

Import Historical Materials for BENSON - C-WING/FIRST FLOOR from PBS Engineering and Environmental

Snap Report:
 BENSON

Portland Public Schools (OR)

May 2018 to May 2018 - H

Activity: Database Update - Location: Import BENSON - MAIN/ATTIC Materials

Import Historical Materials for BENSON - MAIN/ATTIC from PBS Engineering and Environmental

May 2018 to May 2018 - H

Activity: Database Update - Location: Import BENSON - MAIN/B1 Materials

Import Historical Materials for BENSON - MAIN/B1 from PBS Engineering and Environmental

May 2018 to May 2018 - H

Activity: Database Update - Location: Import BENSON - MAIN/FIRST FLOOR Materials

Import Historical Materials for BENSON - MAIN/FIRST FLOOR from PBS Engineering and Environmental

May 2018 to May 2018 - H

Activity: Database Update - Location: Import BENSON - F-WING/FIRST FLOOR Materials

Import Historical Materials for BENSON - F-WING/FIRST FLOOR from PBS Engineering and Environmental

May 2018 to May 2018 - H

Activity: Database Update - Location: Import BENSON - OLD GYM/FIRST FLOOR Materials

Import Historical Materials for BENSON - OLD GYM/FIRST FLOOR from PBS Engineering and Environmental

May 2018 to May 2018 - H

Activity: Database Update - Location: Import BENSON - AUDITORIUM/ROOF Materials

Import Historical Materials for BENSON - AUDITORIUM/ROOF from PBS Engineering and Environmental

May 2018 to May 2018 - H

Activity: Database Update - Location: Import BENSON - MAIN/ROOF Materials

Import Historical Materials for BENSON - MAIN/ROOF from PBS Engineering and Environmental

May 2018 to May 2018 - H

Activity: Database Update - Location: Import BENSON - MAIN/SECOND FLOOR Materials

Import Historical Materials for BENSON - MAIN/SECOND FLOOR from PBS Engineering and Environmental

May 2018 to May 2018 - H

Activity: Database Update - Location: Import BENSON - AUDITORIUM/B1 Materials

Import Historical Materials for BENSON - AUDITORIUM/B1 from PBS Engineering and Environmental

May 2018 to May 2018 - H

Activity: Database Update - Location: Import BENSON - LIBRARY ADDITION/FIRST FLOOR Materials

Import Historical Materials for BENSON - LIBRARY ADDITION/FIRST FLOOR from PBS Engineering and Environmental

May 2018 to May 2018 - H

Activity: Database Update - Location: Import BENSON - E-WING/FIRST FLOOR Materials

Import Historical Materials for BENSON - E-WING/FIRST FLOOR from PBS Engineering and Environmental

Snap Report
BENSON

Portland Public Schools (OH)

May 2018 to May 2018 - H

Activity: Database Update - Location: Import BENSON - KBPS/FIRST FLOOR Materials

Import Historical Materials for BENSON - KBPS/FIRST FLOOR from PBS Engineering and Environmental

May 2018 to May 2018 - H

Activity: Database Update - Location: Import BENSON - D-WING/FIRST FLOOR Materials

Import Historical Materials for BENSON - D-WING/FIRST FLOOR from PBS Engineering and Environmental

June 2018 to June 2018 - H

Activity: Database Update - Location: BENSON - NEW GYM/FIRST FLOOR 2018 Asbestos Migration

Import Historical Materials for BENSON - NEW GYM/FIRST FLOOR from PBS Engineering and Environmental

October 2018 to October 2018 - 2018-115

Activity: AHERA 3 Year Re-Inspection - Location: Benson

An Asbestos Hazard Emergency Response Act (AHERA) 30-year reinspection of this school/site

In accordance with federal regulations (40 CFR 763) an AHERA certified inspector inspected all accessible asbestos containing materials as detailed in the Asbestos Containing Materials Report.

January 2019 to February 2019 - 25000.112 Phase 0001

Activity: Inspection/Survey - Location: Throughout

ACTIVITIES

The following shows historic activities and projects. The information presented is limited to the information currently in the database.

For more detailed information or related documents see the individual asbestos activity in the database.

Activity Type	Location	Start Date	Related Documents
Inspection/Survey	Throughout	01/15/2019	Yes
AHERA 3 Year Re-Inspection	Benson	10/09/2018	No
Database Update	BENSON - NEW GYM/FIRST FLOOR 2018 Asbestos Migration	06/25/2018	No
Database Update	Benson	05/31/2018	No
Database Update	Import BENSON - C-WING/FIRST FLOOR Materials	05/23/2018	No
Database Update	Import BENSON - MAIN/ATTIC Materials	05/23/2018	No
Database Update	Import BENSON - MAIN/B1 Materials	05/23/2018	No
Database Update	Import BENSON - MAIN/FIRST FLOOR Materials	05/23/2018	No
Database Update	Import BENSON - F-WING/FIRST FLOOR Materials	05/23/2018	No

Snap Report
BENSON

Portland Public Schools (QR)

Activity Type	Location	Start Date	Related Documents
Database Update	Import BENSON - OLD GYM/FIRST FLOOR Materials	05/23/2018	No
Database Update	Import BENSON - AUDITORIUM/ROOF Materials	05/23/2018	No
Database Update	Import BENSON - MAIN/ROOF Materials	05/23/2018	No
Database Update	Import BENSON - MAIN/SECOND FLOOR Materials	05/23/2018	No
Database Update	Import BENSON - AUDITORIUM/B1 Materials	05/23/2018	No
Database Update	Import BENSON - LIBRARY ADDITION/FIRST FLOOR Materials	05/23/2018	No
Database Update	Import BENSON - E-WING/FIRST FLOOR Materials	05/23/2018	No
Database Update	Import BENSON - KBPS/FIRST FLOOR Materials	05/23/2018	No
Database Update	Import BENSON - D-WING/FIRST FLOOR Materials	05/23/2018	No
Database Update	BENSON 2018 Asbestos Sample Migration	05/17/2018	No
Periodic Surveillance	various locations throughout the school - Benson	07/31/2017	Yes
O & M	various locations throughout the school	07/31/2017	No
O & M	Room 214	12/22/2016	No
O & M	Room 214 - Benson	12/22/2016	Yes
O & M	BENSON	03/03/2016	Yes
O & M	BENSON	03/03/2016	No
O & M	Boiler	08/17/2016	No
O & M	Boiler room	08/09/2016	No
O & M	Boiler room - BENSON	08/09/2016	Yes
O & M	Boiler Room - BENSON	07/14/2016	Yes
O & M	Boiler Room	07/14/2016	No
O & M	Roof at area of G201	06/18/2016	No
O & M	Roof at area of G201 - BENSON	06/18/2016	Yes
O & M	G-201	06/15/2016	Yes
O & M	G-201	06/15/2016	No
O & M	various locations	05/10/2016	No
Periodic Surveillance	various locations - BENSON	05/10/2016	Yes
O & M	by Room 141	02/03/2016	No
O & M	by Room 141	02/03/2016	No
O & M	by Room 141 - BENSON	02/03/2016	Yes

Snap Report
BENSON

Portland Public Schools (QR)

Activity Type	Location	Start Date	Related Documents
O & M	by Room 141 - BENSON	02/03/2015	Yes
O & M	Health Clinic - BENSON	12/29/2015	Yes
O & M	Health Clinic	12/29/2015	No
O & M	Health Clinic	12/28/2015	No
O & M	Health Clinic - BENSON	12/28/2015	Yes
ASHERA 3 Year Re-Inspector	Benson High School	07/01/2015	Yes
O & M	Boys Gym Penthouse - BENSON	05/06/2015	Yes
O & M	Boys Gym Penthouse	05/06/2015	No
O & M	Gym stairwell	04/13/2015	No
O & M	Gym stairwell - BENSON	04/13/2015	Yes
O & M	room 127	12/05/2014	No
O & M	room 127 - BENSON	12/05/2014	Yes
Clearance	New gym - BENSON	04/17/2014	Yes
Clearance	New gym	04/17/2014	No
Renovation/Repair/Painting	Attic fan room above room E-131	03/17/2014	No
Renovation/Repair/Painting	Attic fan room above room E-131 - BENSON	03/17/2014	Yes
O & M	Boiler room - BENSON	03/13/2014	Yes
O & M	Boiler room	03/13/2014	No
O & M	Mechanical room	10/16/2013	No
O & M	Mechanical room - BENSON	10/16/2013	Yes
O & M	Room 204 ceiling - BENSON	01/11/2013	Yes
O & M	Room 204 ceiling	01/11/2013	No
O & M	Boiler room - BENSON	05/11/2010	No
O & M	Boiler room	05/11/2010	No
O & M	various locations	08/24/2009	No
O & M	various locations - BENSON	08/24/2009	Yes
Renovation/Repair/Painting	Restroom across from Classroom F210 - BENSON	12/30/2008	Yes
Renovation/Repair/Painting	Restroom across from Classroom F210	12/30/2008	No
Renovation/Repair/Painting	Classroom C102	07/19/2008	No
Renovation/Repair/Painting	Classroom C102 - BENSON	07/19/2008	Yes
O & M	Boiler room - BENSON	06/22/2004	Yes

Snap Report
BENSON

Portland Public Schools (OR)

Activity Type	Location	Start Date	Related Documents
O & M	Boiler room	05/22/2004	No
O & M	Room D*15	03/23/2004	No
O & M	Room D145 - BENSON	03/23/2004	No
O & M	C-Wing - BENSON	06/12/2002	No
O & M	C-Wing	06/12/2002	No
O & M	D-wing	06/12/2002	No
O & M	Boiler room entrance	06/12/2002	No
O & M	Boiler Room	12/28/2000	No
O & M	Boiler Room	12/28/2000	No
O & M	Boiler Room	12/28/2000	No
O & M	Boiler Room - BENSON	12/28/2000	Yes
O & M	Boiler Room - BENSON	12/28/2000	Yes
O & M	Boiler Room - BENSON	12/28/2000	Yes
O & M	Tech net room above ceiling - BENSON	03/10/1999	Yes
O & M	Tech net room above ceiling	03/10/1999	No
O & M	Roof area by Boiler room	07/29/1998	No
O & M	Roof area by Boiler room - BENSON	07/29/1998	Yes
O & M	Athletics Room - BENSON	10/28/1997	Yes
O & M	Athletics Room	10/28/1997	No
O & M	Rooms 107, 109, 201, 204, 109, 210, 214, 217	11/12/1996	No
O & M	Rooms 107, 109, 201, 204, 109, 210, 214, 217 - BENSON	11/12/1996	Yes
O & M	Boiler room, Machine Shop - BENSON	08/01/1996	Yes
O & M	Boiler room, Machine Shop	08/01/1996	No
O & M	Roof	04/02/1996	No
O & M	Roof - BENSON	04/02/1996	Yes



PORTLAND PUBLIC SCHOOLS • JANUARY 15, 2015

Building Information Modeling Guidelines

ACKNOWLEDGEMENTS

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Broward County Health – BIM Standards developed by Proactive Controls Group

OUS/OHSU - Collaborative Life Sciences Building & OHSU Skourtes Tower Project BIM Management Plan developed by SERA Architects and JE Dunn Construction Company

San Diego Community College District – BIM Standards for Architects, Engineers & Contractors – Version 2.0

Penn State University – “BIM Project Execution Planning” developed for the buildingSMART alliance Project by The Computer Integrated Construction Research Group



1. INTRODUCTION

The intention of this BIM (Building Information Modeling) Guideline document is to identify and formalize the BIM process for all future PPS projects. When BIM expectations are clearly defined and understood by all project team members, everyone benefits, and we, the Owner, are able to realize more value from the BIM process being utilized on our projects. This document is not intended to supersede any other PPS standards or guidelines, but rather to supplement and clarify in more detail our BIM expectations for PPS projects and should be utilized as an instructional guideline for utilizing BIM to deliver projects in compliance with PPS standards and guidelines.

The following matrix represents PPS's goals and objectives for utilizing the BIM process

Project Goal	Objective	Project Timeframe
Better communicate with stakeholders and public regarding PPS projects	Improve oversight and public transparency through project visualization	Design and Construction Phases
Paperless review, research and internal presentation processes.	Increase project team sustainable practices through elimination of paper consumption	Throughout life of project
Develop, record and analyze metrics to improve the project delivery process	Improve project delivery through eliminating recurring/foreseeable conflicts/errors requiring additional resources to resolve	Throughout life of project
Reduce funding required to successfully deliver projects to stakeholders	Identify and eliminate conflicts before construction begins Identify alternative designs/process to allow for more efficient construction techniques	Design and Construction Phases
Reduce time required to successfully deliver projects to stakeholders	Identify and eliminate conflicts before construction begins and eliminate re-work Identify alternative designs/process to allow for more efficient construction techniques	Design and Construction Phases
Increase quality of built environment delivered by PPS projects	Identify and eliminate issues that could impact project quality in the field (i.e. shop vs. field welding)	Design and Construction Phases
Improve PPS's ability to provide safe/secure facilities and complete projects safely	Improve understanding of built-environment during design using project visualization Utilize "timelining" to visualize sequence of construction to identify and eliminate dangerous situations	Design and Construction Phases



2. BIM-RELATED PROJECT PLANNING

A. PROJECT BIM EXECUTION PLANNING

A formal BIM Execution Plan (BIMEP) for each PPS project will be created using some modified format of the Penn State BIM Project Execution Plan (download at www.engr.psu.edu/bim). The BIM project execution planning process for each project will be authored by PPS, and will include collaborative input from the entire project team. Each BIM Project Execution Plan will be specific to the unique aspects of its representative project, but will remain within the BIM guidelines set forth within this document.

B. BIM-RELATED PROJECT MASTER SCHEDULE ACTIVITIES

Each PPS project will be managed in accordance with a Project Master Schedule that will identify all key activities associated with the Project. The schedule will include a logic network to relate design and construction activities/durations/constraints in relationship to other project activities. Meeting(s) that involve PPS and key decision makers for the project team (Including trade contractors if possible) will be conducted to establish an integrated schedule. The process will be collaborative, requiring input and concessions from all participants, with the ultimate goal of defining a critical-path methodology (CPM) schedule that meets PPS's requirements for the successful design and construction of the Project, and is achievable by each team member.

The project master schedule will incorporate the following BIM activities, at a minimum,

- Development of BIM Execution Plan
- Clash Detection/Reconciliation processes
- Integrated Concurrent Engineering (ICE) sessions
- Presentations of virtual model to Board of Education or other groups as required by PPS
- Submission dates of Design Models to PPS
- Submission date of Final As-Built Model and enhanced .PDF as-built records

Subsequent design and construction schedules shall be coordinated based on the dates, logic and constraints of the Project Master Schedule and the BIM requirements contained therein. Each member of the Project Team shall be responsible to update their portion of the schedule and incorporate it into their work plan for accomplishing their specific scope of work.

3. MODEL USES

A. DESIGN AUTHORIZING

See Section 4 (Model and Data Requirements)

B. MODELS TO COMMUNICATE WITH STAKEHOLDERS AND END-USERS

The Project Team shall utilize models to communicate with stakeholders and end-users on a regular basis, as defined by PPS, throughout the project. BIM uses for such communication shall include, but not be limited to:

- 3D models developed for Schematic Design (or earlier) through Construction Documents
- 3D design review, including model walk-through
- 3D design mockups
- Building vs. site massing renderings and relative impact of the building/site on the surrounding neighborhood/community

C. AREA ANALYSIS



The BIM model shall be used as a tool to verify the program area matches the approved program throughout the entire design process. This will prevent creep in the building area and avoid designing a building that is beyond the scope and area as established.

D. EXISTING CONDITIONS MODELING

For all PPS projects, the existing site utilities, structures, facades and conditions at project interface points (between old and new construction) shall be validated and modeled by the Design Team. The level of dimensional accuracy for systems/structures/finishes that the Project must align/connect with shall be in accordance with "As-Builts" the table located in section 4k.

Additionally, any and all historically or culturally significant elements of the Project that shall be disturbed, or potentially disturbed, during the course of the Project shall also be fully documented. Depending upon the project, a model of the site may be obtained from PPS (if available) or commissioned by an external consultant using an approved 3D site and utility modeling BIM tool or as a part of the design scope of work for the project.

For all projects, the modeling of existing buildings shall be performed based upon Design Team conducted field verification or electronic measurements (ie "laser scanning") to develop a dimensionally accurate as-built model of the existing conditions of the facility. If the as-built model is provided by PPS, the Design Team shall validate and document the accuracy of the model prior to using it. Accuracy and tolerances are defined in Section 4K (Model Accuracy and Tolerances). The General Contractor shall verify and accept the Design Team's existing conditions model(s) in writing prior to their use.

E. 3D SITE LOGISTICS PLANNING

The General Contractor shall provide PPS with a 3D site logistics planning model that illustrates how the site will be utilized, including cranes, lay down areas, traffic routing (including pedestrians) etc during construction. All elements within the model, such as cranes, shall be 3D parametric objects. 2D site logistics plans shall be created from the model.

F. 3D COORDINATION

See Section 5 (BIM Coordination)

G. 4D SCHEDULING

The Project Team shall propose at least two applications of 4D scheduling for aspects of the project where schedule visualization would help reduce project risk. These uses do not include site logistics planning or minimum planning process outlined below, but could include items such as construction sequencing visualization, Owner move-in sequencing, internal stakeholder transition/phasing, structural erecting vs. occupied adjacent space analysis, etc. Once the proposed uses for 4D scheduling are accepted by PPS, the Project Team, through the General Contractor shall execute the 4D scheduling and subsequent 4D schedule updating from the start to the completion of that particular aspect of the work.

The construction planning process requires the sequencing of activities in space and time. Linking the BIM model with an external schedule will allow the construction team to visualize the construction virtually, giving the construction team improved accuracy in construction sequencing and coordination. 4D simulation and sequencing is required, at a minimum, on the following:

Site Model:	Excavation, retaining walls and main line underground utilities
Structural System:	Entire structural system including foundations, grade beams, slabs on grade, columns, load bearing walls, and floor and roof decking
Exterior Building Shell:	Walls, curtain walls, openings, glazing



Interior Core:	Walls
Roof System:	Roof assembly, major equipment and openings
Mechanical System:	Main ducting and equipment

H. 5D QUANTITY VERIFICATION

The General Contractor shall use the design models (and construction models, if available) to validate the material quantities it uses in creating the project estimate. The General Contractor shall provide PPS with the quantities extracted from the models, along with their manually generated takeoff quantities, each time it provides a project estimate to PPS.

If the General Contractor is involved with the project during the design phase and has specific modeling and/or naming conventions, the General Contractor shall convey these requests to the Design Team in writing, and the Design Team shall make every effort to accommodate the General Contractor's requests.

I. FACILITY MAINTENANCE MODELING

See Section 7 (BIM Facility Maintenance Models and Data)

J. NON-REQUIRED BIM USES

PPS encourages, but does not require, the Design and Construction Teams to utilize BIM beyond the scope of what is defined in this BIM Guideline document, including but not limited to the following:

- Energy, lighting (day and artificial), mechanical, structural design analysis
- Code verification analysis (Solibri)
- 3D pre-fabrication mockups
- 5D cost estimating (5D quantity verification is required)

If PPS decides to require any of these BIM uses, beyond what is specifically defined in this BIM Guideline document, PPS will clearly define the requirements in the RFP. Whether required by this document or through project specific RFP, each BIM use will be clearly defined in the BIM Project Execution Plan.

4. MODEL AND DATA REQUIREMENTS

A. DESIGN MODEL REQUIREMENTS

All designers shall use Autodesk Revit software for design or an equivalent software system that is acceptable to PPS that the same utility to PPS as Revit including compatibility with PPS software systems/data. Architects will use Revit Architecture, structural designers will use Revit Structure, and mechanical, electrical, plumbing, and fire protection designers will use Revit MEP – all of which have been combined in the current version into a package called "Revit".

Parametric links should be maintained within the models at all times to enable automatic generation of all plans, sections, elevations, details, and schedules as well as 3D views. As such, the expectation shall be that all 2D representations of the design are fully coordinated with the concurrent building model.

Designers shall not insert 2D CAD based content into the models because this degrades model performance. If DWGs are absolutely required, link them to the Revit model only – do not insert them into the model. DWGs and other CAD formats should be excluded from Revit families brought into the model.

All information needed to describe the detailed design will be graphically or alphanumerically included in and derived from these design models only, except for the Specifications. Engineering details or other schematic diagrams (controls, wiring, flow diagrams) that cannot be derived from the model must still be included within the Revit model. 2D project drawings and documentation shall not be created outside of



the BIM authoring software (Revit). However, this does not imply that the model itself is a contract document.

Both the Design Team and the Construction Team shall be responsible to incorporate BIM into the project in accordance with these guidelines. In the case where a particular sub-consultant or sub-contractor does not possess the requisite experience in BIM, the Architect or General Contractor shall assume the responsibility for implementing those aspects the sub-consultant/sub-contractor are responsible for.

SITE MODELS

Existing Conditions Model: Modeling of the project site is required for new construction and renovation projects. Depending on the project site, a model may be obtained from PPS. For all projects, modeling of the existing project site shall be performed based on District-provided as-built information, with field verification conducted by the project team to validate the level of accuracy. Existing conditions to be modified or demolished by a proposed renovation shall be modeled to the appropriate LOD as defined by the BIM Guidelines and the PPS Project Manager to properly represent and coordinate the Work to be completed.

Civil Model: The deliverable model shall be developed to include the systems as defined by the BIM Guidelines. BIM authoring software shall be used to model parametric components and objects not provided by the District. Modeled objects shall contain parameters and associated data applicable to the building system. The level of detail shall evolve as established by the model progression specification. The model will show site conditions and proposed grading, vertical elevation changes at walls, and building pads for use in joining 3D utility and building models into a common vertical and horizontal datum. The model can be used to locate buildings and generate one overall model of buildings, surfaces, and site utilities. The surface elevations will be based on available topography received from record drawings or survey. The surface will show detailed features such as existing walkways, roads, curbs, ramps, sport court and field striping, parking lot striping, and walls, with detailed elevation information for each feature. Components shall be modeled to produce grading plans and site sections.

Utility Model: All existing and new utilities to point of connection and within project boundary to within five feet of the building footprint shall be modeled, including hydrants, shut off valves, cleanouts, manholes, PIV, FDC and backflow preventers. The modeled pipe systems shall contain the following database information and produce accurate plans and profiles for the project site. Where depths of existing utilities are unknown, the project team will pothole utilities for accurate depth.

Systems to be model include but are not limited to,

- Storm Sewer
- Sanitary Sewer
- Potable Water
- Fire Service Water
- Irrigation Main
- Cold/Hot Water Return/Supply
- Natural Gas
- Air Supply/Vacuum
- Electrical
- Communications (voice & data systems)
- Landscaping (excavation and root zones only)

Information to be included in the model:

- Pipe material, size
- Line slope, elevation
- Year installed
- Pull boxes, clean outs or other access points
- Location of markers/tracer wire connections

ARCHITECTURAL MODELS



The deliverable model shall be developed to include the systems as defined by the BIM Guidelines. The level of development shall evolve as established by the model progression specification, but at minimum must include all features to accurately represent the design solution. The system models shall be linked into the architectural model and be displayed when producing schematic design, design development and construction documents.

Existing Conditions: Modeling of existing structures is required for new construction and renovation projects. Depending on the project, a model may be obtained from PPS. For all projects, the modeling of existing buildings shall be performed based on District-provided as-built information, with field verification conducted by the project team to validate the level of accuracy. Existing conditions to be modified or demolished by a proposed renovation shall be modeled.

Model Components: Model components shall contain parameters and associated data applicable to the building system. This includes: Phase Created, Dimensions, Model, Manufacturer, Assembly Code - UniFormat Code and Specification Number. The object attribute information that is input during design will be used throughout the building lifecycle and integrated into the final as-built database.

Minimum Architectural Model Requirements:

General: Model shall be developed using BIM Authoring software. Parametric links shall be maintained within the model to enable automatic generation of all plans, sections, elevations and schedules.

Architectural Site Plan: Site amenities and other architectural elements typically included on enlarged scale site plans.

Rooms/Spaces: Room names and numbers, accurate net square footage, occupancy, number of occupants, finish properties, programmatic information and space inventory information.

Walls and Curtain Walls: Interior and exterior walls shall be modeled to exact height, length, width, finish and rating (thermal, acoustic and fire) to properly reflect wall types. Curtain walls system to have mullions and window panes according to their true profile.

Doors, Windows and Louvers: Doors, windows and louvers shall be modeled to represent actual size, type and location, both interior and exterior.

Roof: The model shall include the roof type with overall thickness including insulation, drainage system, major penetrations, access ladders and specialties.

Ceilings: Ceiling system, soffits, openings, slopes and accessories, including framing and bracing.

Vertical Circulation: Elevator, stairs, handrails and guardrails.

Architectural Specialties and Casework: All architectural specialties, including toilet accessories, toilet partitions, grab bars, lockers, display case, shelving and other interior architectural elements. Casework shall be modeled and include dimensions, WI number and additional information as defined for model components.

Signage: All signage components shall be modeled.

Schedules: Provide door, window, door hardware, keying and finish schedules. Information must be extracted from the model components.

Fixtures and Equipment: Fixtures and equipment shall be modeled to meet layout requirements.

Access/ADA: Access areas in front of equipment, to points of general public space (i.e. face of ceiling or wall) shall be provided in the model to ensure accessibility for operational and maintenance servicing of equipment. ADA clearances shall also be modeled to facilities hard clash and clearance detection.



Design/Build zones: Allowances shall be included in the various models to provide for routing of design/build elements that may be deferred in the design or permitting process. All such areas shall be coordinated with the trade contractors or other designers.

SYSTEM MODELS

System models are to be developed as separate BIM models by floor. The deliverables shall be developed to include the systems as defined by the BIM Guidelines. BIM authoring software shall be used to model parametric components and objects. Modeled objects shall contain parameters and associated data applicable to the building system. The level of detail shall evolve as established by the model progression specification. System models are required for structural, mechanical, electrical, communications (including voice and data systems), plumbing and fire protection.

Model Components: Model components shall contain parameters and associated data applicable to the building system. This includes: Phase Created, Dimensions, Model, Manufacturer, Assembly Code - UniFormat Code and Specification Number. Light fixture components shall include lamp type and photometric information including light loss factor, initial intensity, initial color and color filter. The object attribute information that is input during design will be used throughout the building lifecycle and integrated into the final as-built database.

Minimum Structural Model Requirements:

Foundations: All foundation and footing elements including zones of influence

Floor Slabs: Structural floor slabs including recesses, curbs, pads and major penetrations.

Structural Steel Framing and Decking: All steel framing including, columns, primary and secondary framing members, bracing, roof deck and floor deck.

Cast-in-Place Concrete: All retaining walls, footings, foundations, columns and beams.

Pre Cast Concrete: All primary and secondary elements.

Expansion Joints: Joints shall be accurately depicted.

Stairs: Stair framing members and necessary openings for the stair system.

Shafts and Pits: All shafts, pits and openings.

Minimum Mechanical Model Requirements:

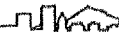
HVAC Equipment: AHU, Fans, VAV boxes, compressors, chillers, cooling towers, air handlers, boilers, hoods and other major equipment.

HVAC Distribution: Air distribution ducts for supply, return, ventilation and exhaust ducts, duct hangers, seismic bracing, fire smoke dampers, control systems, registers, diffusers, grilles and louvers. Ducting to be modeled to outside face dimension.

Mechanical Piping: All piping 1" diameter and greater shall be modeled to outside diameter of pipe or pipe insulation, whichever is greater. Valves such as isolation or balancing valves and other accessories such as hangers shall also be modeled. Banks or groups of piping, although may be smaller in diameter than listed here, that pose a potential coordination or clash issue given the number of pipes involved and/or their routing, should also be modeled as a group.

Equipment Clearances & Service Zones: Clearances shall be modeled for use in clash detection process and maintenance access requirements. Access zones to face of ceiling shall be modeled to verify ease of access above ceiling for servicing.

Minimum Plumbing Model Requirements:



Fixtures and Equipment: All plumbing fixtures, sinks, toilets, carriers, floor and roof drains, leaders, sumps, booster pumps, grease interceptors, sediment separators and other major equipment.

Piping: All piping to five feet outside building footprint, including hot and cold water piping, sewer piping, storm drain piping, gas piping, pipe hangers, seismic bracing, valves and cleanouts. Piping shall be modeled to outside diameter of pipe or pipe insulation, whichever is greater. Banks or groups of piping, although may be smaller in diameter than listed here, that pose a potential coordination or clash issue given the number of pipes involved and/or their routing, should also be modeled as a group.

Equipment Clearances: Clearances and access zones shall be modeled for use in clash detection process and maintenance access requirements

Minimum Electrical/Communications/ Security Model Requirements:

General: Model shall be documented in the BIM Authoring software. Parametric links shall be maintained within the model to enable automatic generation of all plans, sections, elevations and schedules.

Power: Transformers, emergency generators, main and distribution panels, switch gear, outlets, switches and junction boxes. Electrical feeders and conduits 2" and greater shall be modeled, including underground.

Lighting: Permanently mounted light fixtures, lighting controls, switches and junction boxes.

Communications: All existing and new communications service controls, audio equipment, speakers, phone and data ports and connections, both above ground and underground. Projector and image throw to verify the projected image is not obstructed. Cable tray routing with hanger supports and seismic bracing. Communications conduit 2" and greater shall be modeled

Security: All security devices, keypads, cameras and motion sensors

Equipment Clearances: Clearances and access zones shall be modeled for use in clash detection process and maintenance access requirements.

Minimum Fire Protection Model Requirements:

General: Model shall be documented in the BIM Authoring software. Parametric links shall be maintained within the model to enable automatic generation of all plans, sections, elevations and schedules.

Fire Protection System: All fire protection components including main lines, branch piping, hangers, seismic bracing, sprinkler heads, valves, drains, pumps, tanks, sensors, heat and smoke detectors, notification devices, control panels and related equipment.

B. REVIT MODELING PROTOCOLS

The following modeling protocols shall be applied:

- Rooms
 - Rooms will be accurately bounded, completely enclosed, and not overlapping with other rooms. All "not placed" rooms shall be removed from the model.
 - Rooms will contain property data with the correct name and number.
 - Rooms will contain property data assigning it to the correct space, department, area, and level, such that accurate square footages can be obtained for rooms, spaces, areas, departments, levels, and entire building.
 - Rooms shall be a continuous cube with the height of the cube corresponding to the ceiling height.
- Closure and Adjacency



- Rooms, spaces, departments etc. shall be properly enclosed using floors, walls, and ceilings that are touching, but not overlapped.
- Adjacent model elements shall be touching but not overlapped.
- The building envelope shall be “air tight”.
- Walls
 - Walls shall contain the correct wall types (not generic).
 - Walls shall be modeled to the correct height based on wall type.
 - Interior and exterior walls shall be modeled to exact height, length, width, finish and rating (thermal, acoustic and fire) to properly reflect wall types. Curtain walls system to have mullions and window panes according to their true profile.
- Doors
 - Doors shall be associated with the correct level.
 - Doors shall contain the correct door type and hardware set type as property data.
 - Doors, windows and louvers shall be modeled to represent actual size, type and location, both interior and exterior.
- Roof
 - The model shall include the roof type with overall thickness including insulation, drainage system, major penetrations, access ladders and specialties.
- Ceilings
 - Ceiling system, soffits, openings, slopes and accessories, including framing and bracing.
- Vertical Circulation
 - Elevator, stairs, handrails and guardrails.
- Architectural Specialties and Casework
 - All architectural specialties, including toilet accessories, toilet partitions, grab bars, lockers, display case, shelving and other interior architectural elements. Casework shall be modeled and include dimensions, WI number and additional information as defined for model components.
- Signage
 - All signage components shall be modeled.
- Schedules
 - Provide door, window, door hardware, keying and finish schedules. Information must be extracted from the model components.
- Fixtures and Equipment
 - Fixtures and equipment shall be modeled to meet layout requirements.
- Minimum Structural Model Requirements:
 - General: Model shall be documented in the BIM Authoring software. Parametric links shall be maintained within the model to enable automatic generation of all plans, sections, elevations and schedules.
 - Foundations: All foundation and footing elements including zones of influence
 - Floor Slabs: Structural floor slabs including recesses, curbs, pads and major penetrations.
 - Structural Steel Framing and Decking: All steel framing including, columns, primary and secondary framing members, bracing, roof deck and floor deck.
 - Cast-in-Place Concrete: All retaining walls, footings, foundations, columns and beams.
 - Pre Cast Concrete: All primary and secondary elements.
 - Expansion Joints: Joints shall be accurately depicted.
 - Stairs: Stair framing members and necessary openings for the stair system.
 - Shafts and Pits: All shafts, pits and openings.
- M/E/P/FP/LV Models
 - General: Model shall be documented in the BIM Authoring software. Parametric links shall be maintained within the model to enable automatic generation of all plans, sections, elevations and schedules.
 - Sloped pipe is difficult to model in Revit. If the M/E/P/FP/LV engineers choose to model the sloped pipe as a flat pipe, a clearance box must be placed around the slope pipe such that



- the top of the box is at the highest designed point of the pipe and the bottom of the box is at the lowest designed point of the pipe. This clearance box will then represent the area that the sloped pipe will occupy.
- For items like pneumatic tubing that are not modeled during design, the design team shall add a clearance zone to represent the space required for the system that will be designed in the future.
 - Medical equipment supports shall be modeled by the design team to the level of detail required by the Project BIM Execution Plan.
 - Distinct Types shall be created for M/E/P/FP/LV systems. For example, Pipe Types for Chilled Water, Heating Hot Water, Copper, Steel, etc. shall all be distinct.
 - General: Model shall be documented in the BIM Authoring software. Parametric links shall be maintained within the model to enable automatic generation of all plans, sections, elevations and schedules.
 - HVAC Equipment: AHU, Fans, VAV boxes, compressors, chillers, cooling towers, air handlers, boilers, hoods and other major equipment.
 - HVAC Distribution: Air distribution ducts for supply, return, ventilation and exhaust ducts, duct hangers, seismic bracing, fire smoke dampers, control systems, registers, diffusers, grilles and louvers. Ducting to be modeled to outside face dimension.
 - Mechanical Piping: All piping 1" diameter and greater shall be modeled to outside diameter of pipe or pipe insulation, whichever is greater.
 - Fixtures and Equipment: All plumbing fixtures, sinks, toilets, carriers, floor and roof drains, leaders, sumps, booster pumps, grease interceptors, sediment separators and other major equipment.
 - Piping: All piping to five feet outside building footprint, including hot and cold water piping, sewer piping, storm drain piping, gas piping, pipe hangers, seismic bracing, valves and cleanouts. Piping shall be modeled to outside diameter of pipe or pipe insulation, whichever is greater.
 - Equipment Clearances: Clearances and access zones shall be modeled for use in clash detection process and maintenance access requirements
 - Power: Transformers, emergency generators, main and distribution panels, switch gear, outlets, switches and junction boxes. Electrical feeders and conduits 2" and greater shall be modeled, including underground.
 - Lighting: Permanently mounted light fixtures, lighting controls, switches and junction boxes.
 - Communications: All existing and new communications service controls, audio equipment, speakers, phone and data ports and connections, both above ground and underground. Projector and image throw to verify the projected image is not obstructed. Cable tray routing with hanger supports and seismic bracing. Communications conduit 2" and greater shall be modeled
 - Security: All security devices, keypads, cameras and motion sensors
 - Equipment Clearances: Clearances and access zones shall be modeled for use in clash detection process and maintenance access requirements.
 - Fire Protection System: All fire protection components including main lines, branch piping, hangers, seismic bracing, sprinkler heads, valves, drains, pumps, tanks, sensors, heat and smoke detectors, notification devices, control panels and related equipment.
 - Equipment Clearances & Service Zones: Clearances shall be modeled for use in clash detection process and maintenance access requirements. Access zones shall be modeled to verify ease of access above ceiling for servicing.
- Miscellaneous
 - Model elements shall not be duplicated. For example, columns should not be in both the Architect's and Structural Engineer's model, but should only be in one model. Models should then be linked to view other elements.
 - All model elements shall be parametric with intelligence (not generic) so that they can be quantified.



- Objects, spaces, etc. shall use PPS defined nomenclature, or if none exists, then industry standard nomenclature shall be applied.
- Object shall be correctly defined: ie. use a table object for a table – do not “fudge it” with slab commands. It may look right but it will not be right for scheduling, analysis, as-built model or interoperability with other software.

C. DELIVERABLES SCHEDULE

	PHASE							
	MP	100% SD	90% DD	100% DD	50% CD	90% CD	Bid Docs	SC
Pre-Design								
BIM Execution Plan	X							
Space Validation Schedule	X							
Concept Model (Massing)	X							
Design								
Presentation Renderings/Fly-Throughs	X	X	X		X			
Virtual Design Coordination (Clash)		X	X	X	X	X		
Discipline Coordination Model(s)				X	X	X	X	
For Construction Model							X	
Construction								
Trade Coordination Model(s)							X	
Updated Record Model							X	
Closeout								
As-Built Model								X

MP = MASTER PLANNING

C. REVIT WARNINGS

The Design Team shall correct the following Revit warnings, following these additional protocols:

- There shall be no overlapping of design elements, especially walls and room boundaries
- Walls shall be connected to the top of slab at the bottom of the wall and bottom of the slab at the top (If full height)
- Floors shall be subdivided by room
- Space enclosures shall be bounded by walls and floors
- Spaces shall have a name and a room number
- There shall be only one space instance per space, no duplicates
- Orphans shall be resolved (resulting from using copy/paste)
- Mechanical spaces shall be defined floor to floor, unless there is a plenum
- Plenums shall be defined as a separate space
- Mechanical systems shall be defined – every element shall belong to a system. This can be verified using the Revit MEP system browser.
- Sidewall diffusers shall be placed in a defined space and attached to corresponding walls.



- The Revit MEP file shall be linked to the Revit architectural file – This can be checked by using the Revit System Browser and verifying that the space name and space number columns are populated
- System components within a workset shall belong to that workset
- Mechanical zones shall be defined
- There shall be no unassigned components (View/User Interface/System Browser)
- MEP space names shall be mapped to Architectural room names

D. Z-DIMENSION ACCURACY

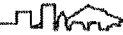
All elements within the design and construction models will be accurately depicted in the “Z” dimension, including, but not limited to, wall partitions and ceilings. For walls, the studs shall be represented accurately and the drywall on both sides represented to the height of the highest drywall on either side of the wall. For Instance, if a drywall partition has drywall on one side that is 6” above the ceiling and on the other side the drywall extends to the bottom of deck, the drywall shall be represented to bottom of deck in the Revit model.

E. MODEL DEFINITION AND PROGRESSION SPECIFICATION

During the Project BIM Execution Planning process, a Model Definition and Progression Specification (MDPS) will be collaboratively created and will include the detailed Unifomat Classifications and LOD as defined and represented in the example MDPS at Attachment 1. The elements within the design and construction models will reflect the LOD and geometric properties of the materials and/or systems in the model as defined in the project MDPS at each stage of the project.

Level of Detail (LOD) identifies the specific content requirements for each model element at each phase of a project. There are five progressively detailed levels of completeness. Each subsequent level builds on the previous level. The LOD described below shall be used to complete the model element table, which establishes the LOD for each model element at each phase of a project. As defined by the AIA Document E202 - 2008

- LOD 100
 - Model Content Requirements: Overall building massing indicative of area, volume, location and orientation modeled in BIM.
 - Authorized Uses: The model may be analyzed based on volume, area and orientation by application of performance analysis software. The model may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques. The model may be used for project scheduling, project phasing and overall duration.
- LOD 200
 - Model Content Requirements: Model elements are modeled as generalized systems or assemblies with approximate quantities, size, shape, location and orientation. Non-geometric information shall be attached to model elements.
 - Authorized Uses: The model may be analyzed for performance of selected systems by application of performance analysis software. The model may be used to develop cost estimates based on the approximate data provided. The model may be used to show ordered, time-scaled appearance of major elements and systems
- LOD 300
 - Model Content Requirements: Model elements are modeled as specific assemblies accurate in terms of quantity, size, shape, location and orientation. Non-geometric information shall be attached to model elements
 - Authorized Uses: The model is suitable for the generation of traditional construction documents and shop drawings. The model may be analyzed for performance and coordination of selected systems by application of performance analysis and clash detection software. The model may be used to develop cost estimates based on specific data. The model may be used to show ordered, time scaled appearance of detailed elements and systems



- **LOD 400**
 - **Model Content Requirements:** Model elements are modeled as specific assemblies that are accurate in terms of size, shape, location, quantity and orientation with complete fabrication, assembly and detailing information. Non-geometric information may also be attached to model elements.
 - **Authorized Uses:** Model elements are virtual representations of the proposed element and are suitable for construction. The model may be analyzed for performance and coordination of selected systems by application of performance analysis and clash detection software. Costs are based on the actual cost of specific elements at buyout. The model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods
- **LOD 500**
 - **Model Content Requirements:** Model elements are modeled as constructed assemblies that are actual and accurate in terms of size, shape location, quantity and orientation. Non-geometric information may also be attached to model elements.
 - **Authorized Uses:** The model may be utilized for integration into FM platform, maintaining, renovating, and adding to the project.

F. COMPLETENESS OF MODELS

Physical building elements within the project will be modeled (except those clearly defined and excluded in the project MDPS) and will represent the complete design intent for each level and element of the building. For example, even if a single level of a new hospital patient tower is exactly the same as another level, each level will still be distinctly and completely represented in the design and construction models. This requirement will not allow the “short-cut” practice of using one part of the 3D model to represent a different part of the building on the 2D drawings.

G. MODEL PROPERTY AND PARAMETER DATA

Both the Design and Construction Models will accurately represent the geometric properties of the materials and/or systems in the model to the LOD defined in the project MDPS. All equipment schedules must be generated from the parameters embedded in the Revit model objects. Parameter fields shall be populated either centrally in the model or applied to individual Architectural and/or M/E/P/FP/LV system families.

H. REVIT MODEL MATRIX

The Design Team, in collaboration with the Construction Team, shall create a Revit Model Matrix that defines worksets, links, annotation, and copy monitoring, all of which shall be fully defined in the Project BIMEP. See Attachment 2 for an example Revit Model Matrix.

I. TRACKING MODEL REVISIONS FROM THE CONSTRUCTION DOCUMENTS STAGE FORWARD

After the start of the Construction Documents stage of the project through final project closeout, the Design Team shall track all changes to the model using a Model Revisions Log for each discipline. This Log shall contain, at a minimum, a revision number, description of the model revision, date of revision, person who made the revision, and 2D sheet numbers of sheets affected by the revision.

J. 2D SUPPLEMENTAL DRAWINGS DURING CONSTRUCTION ADMINISTRATION

During construction administration, after 100% CD deliverables have been produced, PPS requires that all supplemental 2D documentation in drawing form for RFIs, ASIs, change orders, etc. be produced within the Revit design models. This will ensure that all the relevant drawing data is in one place (ie. the Revit file) and has been captured in electronic format, not hand-sketched.

K. MODEL ACCURACY AND TOLERANCES



The following tolerances apply to elements that require LOD 300 or higher:

PHASE	DISCIPLINE	TOLERANCE
EXISTING CONDITIONS MODELS	CIVIL (UNDERGROUND)	ACCURATE TO +/- [6"] OF ACTUAL SIZE ACCURATE TO +/- [12"] OF ACTUAL LOCATION
EXISTING CONDITIONS MODELS (ACCESSIBLE ITEMS)	ARCHITECTURAL STRUCTURAL M/E/P/FP	ACCURATE TO +/- [1/8"] OF DESIGN INTENT SIZE ACCURATE TO +/- [2"] OF DESIGN INTENT LOCATION
DESIGN DOCUMENT MODELS	CIVIL ARCHITECTURAL STRUCTURAL M/E/P/FP/LV	ACCURATE TO +/- [1/8"] OF DESIGN INTENT SIZE ACCURATE TO +/- [2"] OF DESIGN INTENT LOCATION
SHOP DRAWING MODELS	CIVIL INTERIORS ENVELOPE STRUCTURAL M/E/P/FP/LV	ACCURATE TO +/- [1/16"] OF ACTUAL SIZE ACCURATE TO +/- [1"] OF ACTUAL LOCATION
AS-BUILT MODELS	INTERIORS NOT RELATED TO CODE	ACCURATE TO +/- [1/8"] OF ACTUAL SIZE ACCURATE TO +/- [2"] OF ACTUAL LOCATION
AS-BUILT MODELS	INTERIORS RELATED TO CODE	ACCURATE TO +/- [1/8"] OF ACTUAL SIZE ACCURATE TO +/- [1/4"] OF ACTUAL LOCATION
AS-BUILT MODELS	CIVIL ENVELOPE STRUCTURAL M/E/P/FP/LV	ACCURATE TO +/- [1/16"] OF ACTUAL SIZE ACCURATE TO +/- [1"] OF ACTUAL LOCATION

L. MODEL QUALITY CONTROL

The Design Team shall establish and use in-house model quality control guidelines and exchange protocols. Good BIM practices include but are not limited to:

- Adherence to the AIA standards
- Use of industry accepted nomenclature for objects and spaces
- Use of viewing, checking, and standard output file formats as needed
- Use of open standards and IFC compliance for file transfers
- Performance of weekly model cleanup and family integrity checks
- Use of model checking software such as Solibri
- Use of Navisworks (or equivalent) clash detection software (required)

CHECKS	DEFINITION	RESP PARTY	RECOMMENDED SOFTWARE	FRE-QUENCY	DELIVER-ABLE
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VISUAL CHECKS	Ensure there are no unintended model components and the design Intent has been followed	Design Team	Revit	Weekly or More	Written Commentary
INTERFERENCE CHECKS	Detect problems in the model where two building components are clashing including soft and hard clashes	Design / Construction Teams	Navisworks	Bi-Weekly / Weekly or More	Clash Report
STANDARDS CHECKS	Ensure that the BIM and CAD Standard have been followed (fonts, dimensions, line styles, levels/layers, etc)	PPS / Design Team	N/A	Prior to Deliverables	Written Commentary
MODEL INTEGRITY CHECKS	Describe the QC validation process used to ensure that the Project Facility Data set has no undefined, incorrectly defined or duplicated elements and the reporting process on non-compliant elements and corrective action plans	Design Team	Solibri	Prior to Deliverables	Solibri Report

M. OBJECT / EQUIPMENT STRIPPING

in order to keep model file sizes from becoming unmanageable, PPS allows “stripping” an object within the model by replacing, for instance, a manufacturer’s equipment product model with a simpler object of accurate dimensions that includes connections / tie-in points. However, the required property data from the original product model must be maintained within the stripped product model so that the data can be retrieved and quantified from the model.

N. SOFTWARE INTEROPERABILITY

Software interoperability is the seamless exchange of data at the software level among various applications. Interoperability is achieved by assembling each application's internal data structure to a universal model. All software platforms used for PPS must be compliant with the most current version of industry Foundation Class (IFC) file format and interoperable with commercially available collaboration software applications (e.g. NavisWorks or equal).

5. BIM COORDINATION

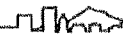
A. EARLY DESIGN COORDINATION

During the early stages of design (no later than initial DD):

- The Design Team shall submit to PPS a hierarchy of M/E/P/FP/LV systems, including system precedence and elevations that will be generally applied in designing the project systems. This hierarchy shall take into account both constructability and operations and maintenance accessibility. This hierarchy will be reviewed and approved by both PPS and the General Contractor (if engaged at that point).
- The Design Team shall create (and revise as necessary) a 3D grid file and separate 3D room number file to be used by the Design and Construction Teams during the coordination process, as well as record model submission. The 3D files are the 2D grids and room numbers that have been given a small z dimension so that they can be seen from angles other than plan view.

B. DESIGN COORDINATION

The Design Team shall produce a design in which all design elements fit within the intended spaces provided, including required clearances and access requirements. To help achieve this goal, the Design Team shall have a formal 3D spatial analysis and clash resolution process.



This spatial analysis and clash resolution process shall include regularly scheduled clash review meetings, the use of Navisworks clash detection software (or equivalent), an area by area and discipline by discipline clash review approach, and a 3D coordination log that includes fields for, at a minimum, clash tolerance, clash name, clash group #, area, level, description, x-y coordinates, responsibility, date identified, open/closed status, date closed, priority, and resolution. The clash name and clash group # shall correspond to saved viewpoints within the model such that clashes can be quickly and easily identified within the model.

PPS does not expect a "clash free" design. PPS does, however, expect a design that has been spatially analyzed and validated such that all systems are constructible and will fit within the spaces in which they have been designed. To confirm that this spatial validation process has occurred, PPS requires that prior to the completion of each design deliverable (SD, DD, CD), the Design Team shall publish a clash resolution report that shows that each area of the model with clashes has been validated. A matrix of clash and clearance detection analyses is included in Appendix B.

C. DESIGN COORDINATION COLLABORATION

PPS has taken the approach on many projects of bringing the General Contractor and M/E/P/FP/LV Trade Contractors onto the project during the design stage with the purpose of collaborating with the Design Team for the coordination process, constructability reviews, and value engineering. This approach varies from project to project, and will be clearly defined in the BIM project execution planning process in order to achieve maximum collaboration while maintaining design efficiency. If PPS decides to take this approach on a project, the Construction Team will collaborate with the Design Team to provide support for the design coordination process, ultimately resulting in the signoff described in Section 5D (General Contractor Design Model Acceptance).

If engaged during design, the Construction Team shall also provide a Design Priority List to the Design Team that clearly specifies what systems need to be designed first in order to support construction (this will occur within the parameters defined in the BIM-Related Design Milestone Planning described in Section 2B). Once the Design Priority List is agreed upon, the Design Team, with the support of the Construction Team, will make every reasonable effort to complete the design as defined by the design priority list.

D. GENERAL CONTRACTOR DESIGN MODEL ACCEPTANCE

If the General Contractor has been engaged prior to completion of design, the General Contractor shall review the design deliverable models at the 50% Design Development, 100% Design Development, 50% Construction Documents, 75% Construction Documents, and 100% Construction Documents stages and validate that all systems will fit within the spaces in which they have been designed. If the General Contractor is engaged after completion of design, the General Contractor shall review the 100% CD design models and validate that all systems will fit within the spaces in which they have been designed within 31 calendar days of engagement or a duration mutually agreed upon by PPS and the General Contractor. If the General Contractor finds, during any review of design deliverable models at any stage, that systems will not fit into the spaces provided, the General Contractor will notify the Design Team through a 3D coordination log – as defined in Sections 5B (Design Coordination) and 5E (Construction Coordination) – within 21 calendar days of completion of the design deliverable models, and collaboratively convey the results of their findings along with recommended solutions to each issue. The Design Team will then be responsible to make the necessary revisions to the design so that the systems will fit.

After revisions have been made to the design models, the General Contractor will verify in writing its acceptance of the design models as follows:



_____ (General Contractor) has received the following design model files _____ (list file names), dated _____ from _____ (list design author(s)), which we have reviewed and, by our signature below, verify that the design intent represented in these models is constructible and will fit in the spaces provided, including required or necessary clearances.

If the General Contractor does not notify the Design Team of constructability or space issues with the design, using a 3D coordination log, within 21 calendar days of the completion of the design deliverable models, then the design will be automatically considered accepted by the General Contractor, per the language in the acceptance paragraph above.

PPS recommends that the General Contractor involves the relevant Trade Contractors in the review of the design models and also gets them to accept the design models, but the General Contractor's acceptance of the design models will suffice for PPS's purposes.

E. CONSTRUCTION COORDINATION

The Construction Team shall provide the following, at a minimum, for construction coordination:

- Clash detection and coordination shall be done using Navisworks software (or equivalent).
- The General Contractor shall track clash resolution using a 3D coordination log that includes fields for, at a minimum, clash tolerance, clash name, clash group #, area, level, description, x-y coordinates, responsibility, date identified, open/closed status, date closed, priority, and resolution.
- Trade Contractors shall use intelligent 3D modeling software such as Revit, or DWG based software such as TSI, Cadpipe, Quickpen etc.
- The General Contractor shall require Trade Contractors to model, at a minimum, structural steel, envelope connections, secondary framing, any element that requires seismic bracing, studs, drywall, ceilings, mechanical, electrical, data, plumbing, gas, fire protection, pneumatic tube, and any racked elements.
- All Trade Contractor modeling of steel, connections, and M/E/P/FP/LV systems shall be to a fabrication level of detail. All other Trade Contractor modeling shall be as detailed as necessary to accurately represent the major construction elements being modeled (ie. curtainwall should not be modeled as a solid wall, but should have separate elements for mullions and glass).
- All models must include clearances and access zones for code and for anything requiring a human hand to touch it for operating or maintaining the facility.
- Trade Contractors shall apply the following model guidelines for models used for clash detection and coordination:
 - Purge model files of any extraneous 2D references and/or 3D rogue elements prior to submission.
 - Keep file size to minimum for application speeds.
 - Keep text and line work on different layers from 3D components where possible.
 - Cleanup drawings, remove items drawn off to the sides of drawings.
 - Use separate layers for space constraints.
 - Detach x-ref's from drawings.
 - Do not draw on the "0" layer.
 - Change view settings to 2D wireframe.
 - Place model in top view.
 - Zoom extents.
- For Trade Contractors using a DWG based modeling program, layer names do not have to be changed, but can remain according to the Trade Contractor's internal format. Trade Contractors shall provide the General Contractor (who shall provide Design Team and PPS) a layering list with a brief description of each.



- The combined coordination model for a particular area/zone must be clash free prior to the submission of Trade Contractor shop drawings. Both the combined coordination models and combined shop drawings shall be signed off by all Trade Contractors.
- For projects where structure is being installed in an area before coordination is complete in that area, all sleeve and penetration coordination must be complete prior to full construction coordination, and in time to support the structural installation.
- The General Contractor shall provide sufficient manpower to meet the construction coordination schedule and design coordination schedule.

F. STREAMLINING M/E/P/FP/LV DESIGN AND COORDINATION

In an effort to streamline M/E/P/FP/LV design and coordination, reduce inefficiency, and remove modeling redundancy between the M/E/P/FP/LV Design Team and the M/E/P/FP/LV Construction Team, PPS shall work with the Design and Construction Teams to clearly define where the M/E/P/FP/LV designers' scope of modeling work shall end and where the M/E/P/FP/LV Trade Contractors' scope of modeling work shall begin. For instance, it is not efficient for the plumbing designer to model 1" copper pipe when, in all likelihood, the plumbing contractor will both model and install the 1" line differently than shown in the design model. In this case, it would be sufficient for the plumbing designer to provide 2D schematic representation of the 1" pipe. This modeling scope distinction will be clearly defined in the BIM Project Execution Plan Model Development and Progression Specification.

G. COORDINATION-ENABLED PRE-FABRICATION

PPS sees great benefit in BIM-enabled pre-fabrication and pre-assembly of systems, including increased labor efficiency, quality, and safety. PPS strongly encourages general contractors and Trade Contractors to pre-fabricate and pre-assemble (including racking multiple M/E/P/FP/LV systems) key components of the work off site such as:

- Mechanical System Ductwork
- Mechanical System Piping
- Plumbing (including medical gas)
- Electrical (including low voltage)
- Fire Protection
- Equipment (e.g., chillers, boilers, pumps, etc)
- Drywall
- Modular Head Wall Units
- Modular Restrooms
- Curtain Wall
- Building Envelope
- FF&E



6. TECHNICAL INFRASTRUCTURE FOR BIM PROCESS

A. BIM INFORMATION MANAGER/INFORMATION COORDINATORS

The BIM efforts for the project shall be led by the BIM Information Manager (IM) who may be a PPS staff member or a designated project team member. The BIM IM shall be responsible for facilitating the development of the BIM Execution Plan and coordinating the various BIM related efforts of the project team. In the case of conflicts between various aspects of the BIM process, the BIM IM shall make the definitive decision which shall be binding on the team upon approval by the PPS Project Manager.

All BIM design data transfer, including BIM data from all Sub-consultants, will be overseen by a designated Design Team BIM Information Coordinator (IC). All BIM construction data transfer, including BIM data from Trade Contractors, will be overseen by a designated Construction Team BIM IC.

In addition to the Design Team and Construction Team BIM ICs, each Sub-consultant and Trade Contractor that is involved with the BIM process will also provide a BIM IC who will report to either the Design Team or Construction Team BIM IC as appropriate.

The BIM IM and each BIM IC shall have experience with relevant BIM software (ie. Revit, Navisworks, DWG based software etc.), BIM data sharing and file transfer, and BIM coordination. Resumes for BIM IC's shall be provided to PPS upon request.

B. MODEL STRUCTURE

Separate models shall be created for each discipline and shall represent portions of the building such that they are not too large for other team members to utilize efficiently for visualization and coordination. Design Models shall have worksets by floor and Construction Models shall be created by area/zone. Model structure shall be fully defined in the Project BIMEP.

C. COLOR CODING OF MODEL ELEMENTS

The following colors shall be utilized for all federated models – Coordination, As-Built, and Record Models:

Architectural Models

Architectural	white (255,255,255)
Envelope (Curtainwall, Precast, Other)	light gray (211,211,211)
Masonry	gray (128,128,128)

Structural Models

Steel	maroon (128,0,0)
Concrete	gray (128,128,128)
Masonry	gray (128,128,128)

M/E/P/FP/LV Models

Mechanical Ductwork Supply	Blue (0,0,255)
Mechanical Ductwork Return	Blue (153,204,255)
Mechanical Ductwork Exhaust	Blue (105,105,255)
Mechanical Piping Supply	Cyan (0,160,155)
Mechanical Piping Return	Cyan (0,255,255)
Electrical Conduit / Cable Tray	Yellow (255,255,0)
Electrical Lighting	Gold (218,165,32)



Plumbing Domestic Water	Green (124,252,0)
Plumbing Storm / Roof Drain	Green (0,100,0)
Plumbing Waste / Vent	Green (154,205,50)
Medical Gas	Green (0,155,0)
Fire Protection	Red (255,0,0)
Fire Alarm / Data/IT / Controls	Coral (255,127,80)
Pneumatic Tubing	Magenta (139,0,139)
<u>Miscellaneous Models</u>	
Framing	Orange (255,110,0)
Medical Supports	Brown (105,51,0)
General Equipment Clearances	Dark Red (139,0,0)

D. COMPUTER HARDWARE

Design and Construction Team members shall utilize computer hardware that is sufficient to efficiently handle single model files of up to 500MB and federated/combined models of up to 1.5GB.

E. COLLABORATION

During the Project BIM Execution Planning process, the Design and Construction Teams shall collaboratively define protocols and frequency for BIM file sharing, BIM coordination meetings, and model deliverables. PPS shall determine if any BIM coordination Design and Construction Team co-location shall be required for the project.

7. BIM FACILITY MAINTENANCE MODELS AND DATA

A. UPDATING DESIGN MODELS WITH "SIGNIFICANT" CHANGES

During construction, the Design Team shall maintain and update the Architectural Design Model(s) and Structural Design Model(s) with all "architecturally and structurally significant" changes made through RFIs, ASIs, Change Orders, etc. A good rule of thumb to determine whether a change is "significant" is that if the 3D geometry of the model changes, it will likely be deemed significant (PPS will be the final say on whether a change is significant or not). These Architectural and Structural Design Update Models shall be updated each time a significant change occurs and shall be submitted to the BIM IM after each update. Each submission shall include the full model(s) with all necessary objects and reference drawings. These model updating services shall be provided by the Design Team to PPS at no additional cost, except in the case of a change in which PPS adds scope.

Equipment in M/E/P/FP/LV models shall be updated during the construction shop drawing process once the Trade Contractor selects each specific piece of equipment. M/E/P/FP/LV models shall also be updated as necessary to produce drawings in response to RFIs, ASIs, Change Orders, etc. as required by Section 4G (Model Property and Parameter Data). Final revisions to M/E/P/FP/LV models shall be made according to the Record Modeling process defined in Section 7D (Design Team Record Models).

B. TRADE CONTRACTOR AS-BUILT MODELS

Within 31 calendar days of each Trade Contractor completing installation of their scope of work in any given area or level of the project (as defined by the Project BIMEP) or a duration mutually agreed to by PPS and the Contractor, Trade Contractors will update their Construction Models (used for shop drawings and fabrication) into As-Built Models. These As-Built Models shall capture all as-built differences between



what was actually installed in the field and what was originally represented in the Construction Models, and shall contain final accurate PPS room numbers and PPS asset/equipment IDs. The General Contractor shall verify the accuracy of the Trade Contractor As-Built Models, and shall submit to PPS in writing that Trade Contractor As-Built Models accurately represent what was installed in the field within the tolerances defined in Section 4K (Model Accuracy and Tolerances).

For each asset within the Construction models Trade Contractors shall input property information (which shall correspond to the Asset Matrix provided by the General Contractor as defined in Section 7C) for asset type, asset name, asset equipment tag ID number, manufacturer, material (should already be in the model parametric data), size (should already be in the model parametric data), model number, and serial number.

As-Built Models shall be provided to the BIM IM and PPS for use by the Design Team by the 31st day, and shall include models in native file format, along with all necessary object enablers, as well as Federated As-Built Models in Navisworks nwf (targeting native files) and nwd file format. The General Contractor shall include a full description of how to assemble the Federated As-Built Model from each native As-Built Model.

C. ASSET MATRIX

Within 31 calendar days of completion of installation of each project asset or a duration mutually agreed upon by PPS and the General Contractor, the General Contractor shall provide the Design Team with an (updated) Asset Matrix for each asset on the project which shall include the following:

- Facility
- Room number (must be final PPS approved room number)
- Asset type
- Asset name
- Asset equipment tag ID number (must conform to PPS Equipment Class List)
- Manufacturer
- Manufacturer contact info (address, email, phone, website)
- Material
- Size
- Model number
- Serial number

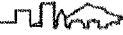
PPS will specifically define assets requiring this data during the Project BIM Execution Planning process, and may include specialty items, M/E/P/FP/LV assets that require maintenance (VAVs, chillers etc.), M/E/P/FP/LV assets that are required for maintaining the building (valves, dampers etc.), and other project-specific assets.

The General Contractor shall link up to seven (7) electronic documents or data, as defined by PPS, to the Asset Matrix. These documents may include, but are not limited to, items such as submittals, operations and maintenance manuals, warranty information, cut sheets, manufacturer websites, commissioning reports, testing and balancing reports etc.

D. DESIGN TEAM RECORD MODELS

Within 31 calendar days of project substantial completion or a duration mutually agreed upon by PPS and the General Contractor, the Design Team shall submit to PPS the Record Models as follows:

- Architectural Record Models
 - The Architect shall use the final Trade Contractor As-Built Models, submitted per Section 7B (Trade Contractor As-Built Models), to determine if there are any differences in geometry between the models (not including differences due to the lower level of development of the Architect's models as compared to the Trade Contractor models). This can be done by



- overlaying models in Navisworks, Revit, or other model merging software. If differences in the models exist, the Architect shall confirm that the as-built condition in the Trade Contractor model is accurately represented, and then revise the Architect's Revit model accordingly.
- The Architect shall create parameters for asset type, asset name, asset equipment tag ID number, manufacturer, material (should already be in the Revit parametric data), size (should already be in the Revit parametric data), model number, and serial number for each architectural asset within the Revit model, and shall input the asset data for each asset per the Asset Matrix provided by the General Contractor as defined in Section 7C (Asset Matrix).
 - These final revised Revit models shall be the Architectural Record Models.
- Structural Record Models
 - The Structural Engineer shall use the final Trade Contractor As-Built Models, submitted per Section 7B (Trade Contractor As-Built Models), to determine if there are any differences in geometry between the models (not including differences due to the lower level of development of the Structural Engineer's models as compared to the Trade Contractor models). This can be done by overlaying models in Navisworks, Revit, or other model merging software. If differences in the models exist, the Structural Engineer shall confirm that the as-built condition in the Trade Contractor model is accurately represented, and then revise the Structural Engineer's Revit model accordingly.
 - These final revised Revit models shall be the Structural Record Models.
 - M/E/P/FP/LV Record Models
 - The M/E/P/FP/LV Engineer shall use the final Trade Contractor As-Built Models, submitted per Section 7B (Trade Contractor As-Built Models), to determine if there are any differences in geometry between the models (not including differences due to the lower level of development of the M/E/P/FP/LV Engineer's models as compared to the Trade Contractor models). This can be done by overlaying models in Navisworks, Revit, or other model merging software. It is likely that there will be significant differences in the M/E/P/FP/LV Design Models as compared to the Trade Contractor As-Built models. In any case, all differences in geometry shall be revised in the Engineer's Revit models accordingly.
 - In the absence of an initial design model (ie. if, for instance, fire protection design was performed by the Trade Contractor or system hangers/supports), the M/E/P/FP/LV engineer shall use the Trade Contractor model to create an equivalent Revit model. Revit may not be able to provide a fabrication level of detail, but the model should be as accurate in size and location as the Trade Contractor model.
 - The M/E/P/FP/LV Engineer shall create parameters for asset type, asset name, asset equipment tag ID number, manufacturer, material (should already be in the Revit parametric data), size (should already be in the Revit parametric data), model number, and serial number for each architectural asset within the Revit model, and shall input the asset data for each asset per the Asset Matrix provided by the General Contractor as defined in Section 7C (Asset Matrix).
 - These final revised Revit models shall be the M/E/P/FP/LV Record Models.
 - Federated Record Model
 - The Architect shall combine all Record Models into a single Federated Record Model using Navisworks.
 - Record Model Files
 - Record Model formats: rvt, nwc, ifc (latest version)
 - Federated Record Model formats: nwf (targeting nwc files), nwd
 - Include all associated and linked files



- Include shared parameters Revit file
- Include full model(s) with all necessary objects and all reference drawings
- Include all necessary object enablers
- Record Model Utilization Instructions
 - The Architect shall include a full description of how to assemble the Federated Record Model from each native Record Model, including the Revit Model Matrix (see example at Attachment 2) as defined in Section 4H (Revit Model Matrix), along with final software and version numbers of all source files in the Federated Record Model.
 - The Architect shall provide a detailed set of instructions for extracting all 2D documentation from the Record (Revit) Models.
- Room Numbers
 - All As-Built Record Models shall contain accurate room numbers according to final PPS-approved room names.

E. CLOSEOUT

As a part of the Closeout process and notwithstanding other requirements of this standard or the requirement of the project specifications, the following deliverables shall be provided to PPS.

- Composite record model – dimensionally accurate in accordance tolerances (.nwd and .dwf)
- Coordination models in native file format and .IFC
- Record documents (bound .dwg format)
- Electronic field sets (linked .pdf format including page navigation links)
- O&M manuals (.pdf format)

F. RECORD DRAWINGS

Record Drawings shall be produced directly from the Record Models described in 7D and thus should be an accurate representation of as-built conditions. All Record Drawings shall contain accurate room numbers according to final PPS-approved room names.



8. OWNERSHIP OF MODELS AND LIABILITY

A. OWNERSHIP AND RIGHTS OF DATA

PPS shall have ownership and corresponding rights to all project data, including Building Information Models, CAD files, drawings, documents, and any other data developed for any PPS project, per the terms of the PPS Master Agreement.

B. LIABILITY FOR MODELS – CONTRACTUAL LANGUAGE

The Design and Construction Teams represent that the dimensions in their Models are accurate to the extent that this BIM Guidelines specifies. Building Information Models are not considered Contract Drawings, therefore all dimensions must be verified with the Contract Drawings, and if ever there is a discrepancy the Contract Drawings will take precedence over the Models.

Design Models are Intended to provide only the level of detail specified in the Project BIMEP, and therefore any material or object quantities extracted from Design Models by the Construction Team are not guaranteed to be accurate.

Nothing in this BIM Guidelines document shall supersede or replace the standard of care required in the PPS Agreement with either the Architect or General Contractor.

Each Party waives claims against the other Parties to the Governing Contract for consequential damages arising out of or relating to the use of or access to a Model, including but not limited to damages for loss of use of the Project, rental expenses, loss of income or profit, costs of financing, loss of business, principal office overhead and expenses, loss of reputation or insolvency.



APPENDIX – GLOSSARY OF TERMS

4D Schedule

4D = 3D + schedule (time). 4D schedules are created in various software programs by linking a 3D model to a project schedule, allowing a 3D time-based visual animation of the progression of the project schedule.

5D Quantity Verification

5D = 3D + cost information. Building Information Models allow automated quantity extraction due to the fact that model elements are parametric and information rich. 5D quantity verification is the process of utilizing model extracted quantities to verify traditional take-off quantities in a cost estimate.

5D Cost Estimating

5D = 3D + cost information. Building Information Models allow automated quantity extraction due to the fact that model elements are parametric and information rich. 5D cost estimates are created by linking model generated quantities to a cost database to produce a cost estimate.

As-Built Model

A Contractor model that accurately represents as-constructed building elements.

Asset Matrix

A spreadsheet or database containing information related to project assets and equipment.

BIM

Building Information Model / Modeling (BIM). A three-dimensional (3D) information-rich digital representation of the physical and functional characteristics of a facility; a shared knowledge resource for information about a facility, forming a reliable basis for decisions during its life-cycle. The term BIM may be used as a noun to describe a single model or multiple models used in the aggregate. The term BIM may also be used as a verb in the context of Building Information Modeling, the process of creating, modifying, and maintaining the model.

CAFM

Computer-Aided Facility Maintenance (CAFM). A software package that supports facility management. CAFM software may have modules that can be utilized for space management, asset management, real estate portfolio administration, lease administration, move management, project management, facility maintenance, and sustainability. CAFM programs are closely related to CMMS programs, and some people use the terms interchangeably.

CMMS

Computerized Maintenance Management System. A software package that maintains a computer database of information about an organization's maintenance operations. This information is intended to help maintenance workers do their jobs more effectively (for example, determining which machines require maintenance and which storerooms contain the spare parts they need) and to help management make informed decisions (for example, calculating the cost of machine breakdown repair versus preventive maintenance for each machine, possibly leading to better allocation of resources). CMMS data may also be used to verify regulatory compliance. CMMS programs are closely related to CAFM programs, and some people use the terms interchangeably.

Combined Coordination Model

An aggregate model comprised of more than one construction model (ie. structural steel, mechanical ductwork plumbing, electrical, etc.) that is created for the purpose of spatially coordinating building elements.



Communication Systems

Communication systems include all building components that service voice and/or data conveyance such as voice-over-IP systems, intercom, network time-keeping and data systems.

DWG

An Autodesk file format for 2D and 3D AutoCAD based files.

Enriched Record Model

A record model to which additional operations and maintenance-related electronic documentation has been added.

Federated Record Model

An aggregate model comprised of more than one Architect or Engineer record model that is created for record purposes.

LOD

Level of Development (LOD). Levels of model development include the following levels:

- 100 – Schematic Design; overall building massing; whole building analysis (volume, orientation, square footage costs)
- 200 – Design Development; generalized systems/assemblies (approximate quantities, size, shape, location, orientation); selected system performance analysis
- 300 – Construction Documentation; generation of traditional CDs; analysis and simulation of detailed elements/systems; includes attributes and parameters defined by Owner
- 400 – Construction Administration / Shop Drawings; includes specific assemblies which are accurate in terms of quantity, size, shape, location, and orientation; virtual representations of the proposed elements, suitable for construction, fabrication, and assembly
- 500 – Project Completion / Record Drawings / As-Built Conditions; model is configured to be the central data storage for integration into the building maintenance and operations systems; includes completed parameters and attributes as specified by Owner.

Although people often refer to LOD as “level of detail”, “detail” is a misnomer. A model may have a significant amount of geometry detail, and yet be very conceptual as it relates to the maturity of design intent. Level of development addresses both the required level of model detail as well as the maturity of the design, or how close to a finalized design that component of the model is.

MDPS

Model Definition and Progression Specification (MDPS). The MDPS is also known as a Model Element Table in the AIA E202 document, and is a matrix that defines specific model elements by uniform classification and their required Level of Development and model component author for that stage of the project.

Navisworks

An Autodesk software program that can be used to combine almost any model of any file type, navigate models, perform clash detection, and link models to project schedules (4D).

M/E/P/FP/LV

Mechanical, electrical, plumbing, and fire protection.

Parametric



An element that is defined by parameters such as size, material, type etc. If the object's parameters are changed, the object automatically changes to represent the new parameters.

Project BIM Execution Plan (BIMEP)

A document created, based on and in conformance with the Owner's BIM Guidelines, that defines how the BIM requirements will be executed based on that specific project.

Record Model

An Architect or Engineer model that captures significant changes to the architectural, structural, or M/E/P/FP/LV building elements based on RFIs, ASIs, change orders, and as-constructed information.

Revit

An Autodesk software tool for designers. The software allows users to produce Building Information Models, corresponding 2D drawings, which are "snapshots" of the model, and access the building information from a model database.

Revit Family

The parametric Revit objects used to create building elements such as walls, doors, windows etc.

Solibri

A rules-based software tool that analyzes Building Information Models for things such as code compliance, data integrity, material quantities, and clashes.

SD, DD, CD

Schematic Design (SD), Design Development (DD), Construction Documentation (CD). Traditional stages of the development of the building design.

Z-Dimension

The third dimension of a model, adding height to an object / model, assuming the X-dimension is length and the Y-dimension is width.

ATTACHMENT 1 – LOD MATRIX

LEVEL OF DEVELOPMENT (LOD) MATRIX

This table provides a summary of the LOD Matrix for each building project at each Milestone (M) and Discipline (D).

- M: Milestone (M)
 - M1: Preliminary Design
 - M2: Design Development
 - M3: Construction Documents
 - M4: Construction
 - M5: Occupancy
- D: Discipline (D)
 - D1: Architectural
 - D2: Structural
 - D3: Mechanical
 - D4: Electrical
 - D5: Plumbing
 - D6: Fire Protection
 - D7: Life Safety
 - D8: Transportation
 - D9: Other

Project Name	Milestone	Discipline	LOD 100		LOD 200		LOD 300		LOD 400		LOD 500		Notes
			Req.	Met	Req.	Met	Req.	Met	Req.	Met	Req.	Met	
A. MIDDLEBURY COLLEGE	M1	Architectural											
		Structural											
		Mechanical											
		Electrical											
		Plumbing											
		Fire Protection											
		Life Safety											
		Transportation											
		Other											
		B. MIDDLEBURY COLLEGE	M2	Architectural									
Structural													
Mechanical													
Electrical													
Plumbing													
Fire Protection													
Life Safety													
Transportation													
Other													
C. MIDDLEBURY COLLEGE	M3			Architectural									
		Structural											
		Mechanical											
		Electrical											
		Plumbing											
		Fire Protection											
		Life Safety											
		Transportation											
		Other											
		D. MIDDLEBURY COLLEGE	M4	Architectural									
Structural													
Mechanical													
Electrical													
Plumbing													
Fire Protection													
Life Safety													
Transportation													
Other													
E. MIDDLEBURY COLLEGE	M5			Architectural									
		Structural											
		Mechanical											
		Electrical											
		Plumbing											
		Fire Protection											
		Life Safety											
		Transportation											
		Other											

OWNER CHANGE ORDERS



PPS PROJECT #: GH5MOD
 CONTRACTOR: FILL IN NAME HERE
 PROJECT: Grant High School

Application #: #
 Period to: dd/mm/yyyy
 GC Project # ###

A	B	C	D	E	F	G	H	I	J	K
Item #	CR#	Description of Work		Scheduled Value	From Previous Application (I)	Work Completed This Period	Materials Presently Stored (Not in G)	Total Completed & Stored to Date (F+G+H)	% Complete (I/E)	Balance to Finish (not inc. Retention) (E-I)
41	1	RFI #001 - Relocate drain field.		\$ 2.00	\$ 0.10	\$ 0.20	\$ 0.50	\$ 0.80	40.0%	\$ 1.20
42									#DIV/0!	\$ -
43									#DIV/0!	\$ -
44									#DIV/0!	\$ -
45									#DIV/0!	\$ -
46									#DIV/0!	\$ -
47									#DIV/0!	\$ -
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74									#DIV/0!	\$ -
75									#DIV/0!	\$ -
76									#DIV/0!	\$ -
77									#DIV/0!	\$ -
78				\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
79										
80				\$ 378.00	\$ 34.00	\$ 30.40	\$ 27.00	\$ 91.40	24.2%	\$ 286.60
				OCO SUBTOTALS						
				TOTALS (SOV + OCO'S)						



ATTACHMENT 2 – CLASH/CLEARANCE DETECTION MATRIX

EXHIBIT Q

Portland Public Schools

Prime Contractor, (CM/GC) Conditional Waiver and Release Upon Progress Payment

The undersigned CM/GC, upon receipt of a check in the sum of _____ Dollars (\$_____) payable to CM/GC, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, hereby waives and releases any stop notice and any and all claims CM/GC has with respect to it Work on the _____, ("Project") under and related to its prime contract for the Project with Portland Public Schools, ("District") dated _____, 201_, to the following extent. This waiver and release is effective as to a progress payment for labor, services, overhead, materials, and equipment furnished and any and all other claims by the CM/GC and its subcontractors and suppliers at all tiers during the period commencing on and including _____, 201_ and ending and including _____, 201_, excluding retainage. This document may be relied upon by the Agency, and principal and surety on a bond, and any lender providing financing for the Project; provided that any party intending to rely upon this document should first verify evidence of payment to the CM/GC of the full amount set out above.

Date: _____ CM/GC _____
By: _____ (signature)
Name: _____ (printed or typed)
Title: _____

Prime Contractor, (CM/GC) Unconditional Waiver and Release Upon Progress Payment

The undersigned CM/GC, has received the sum of _____ Dollars (\$_____) payable to CM/GC, and hereby waives and releases any stop notice and any and all claims CM/GC has with respect to it Work on the _____, ("Project") under and related to its prime contract with the District for the Project dated _____, 201_, to the following extent. This waiver and release is effective as to a progress payment for labor, services, overhead, materials, and equipment furnished and any and all other claims by the CM/GC and its subcontractors and suppliers at all tiers during the period prior to and including _____, 201_, excluding retainage. This document may be relied upon by the Agency, and principal and surety on a bond, and any lender providing financing for the Project; provided that any party intending to rely upon this document should first verify evidence of payment to the CM/GC of the full amount set out above.

Date: _____ CM/GC _____
By: _____ (signature)
Name: _____ (printed or typed)
Title: _____

EXHIBIT N – DISTRICT MILESTONE SCHEDULE

Significant Milestone Activity Name	Start	Finish
Master Planning	1/1/2016	12/18/18
Schematic Design	12/18/18	8/19/19
Design Development	8/20/19	7/6/20
Construction Documents	7/7/20	6/21/21
GMP Approval	1/1/21	3/31/21
Construction	6/15/21	6/15/24
Substantial Completion	6/15/24	6/15/24
Owner Move In	6/16/24	8/16/24



APPLICATION AND CERTIFICATE FOR PAYMENT

To DISTRICT: Attn: Christine Gartland PPS
 501 N Dixon Street
 Portland, OR 97227

From CONTRACTOR: FILL IN NAME HERE
 CONTRACTOR ADDRESS: FILL IN ADDRESS HERE
 CONTRACT for: Grant High School

PPS PROJECT #: GHSMOD

ARCHITECT: Mahlum Architects

Application #: #
 Period to: ddfmmfyyyy
 GC Project #: ###
 Contract Date: ddfmmfyyyy

Distribution to:
 E-builder

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Schedule of Values is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the District, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM	\$ 378.00	CONTRACTOR:	
2. TOTAL CHANGE ORDERS TO DATE	\$ 0.00	By:	Date:
3. CONTRACT SUM TO DATE (Line 1 + Line 2)	\$ 378.00	State of:	
4. TOTAL COMPLETED & STORED TO DATE (Column 1 on the Schedule of Values)	\$ 91.40	County of:	Oregon The United States of America
5. RETAINAGE:		Subscribed and sworn to before me this:	day of
a. Retainage on Completed Work (5% of Line 4)	\$ 4.57	Notary Public:	
b. Retainage Released (Previously)	\$ 1.00	Commission expires:	
c. Retainage Released (Current Application) (Key-In Line 5b + 5c from Previous Application)	\$ 2.00		
d. Total Retainage Released to Date (Key-In)	\$ 3.00		
e. Total Retained (Including this Application) (Line 5b + 5c)	\$ 1.57		
(Line 5a - 5d)	\$ 89.83		
6. TOTAL EARNED LESS RETAINAGE (Line 4 - Line 5e)	\$ 21.55	CERTIFICATE FOR PAYMENT	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Key-In Line 6 from Previous Application)	\$ 68.28	In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the District that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	
8. CURRENT PAYMENT DUE (Line 6 - Line 7)	\$ 288.17	AMOUNT CERTIFIED	\$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 - Line 6)		(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Schedule of Values that are changed to conform to the amount certified.)	
		ARCHITECT:	
		By:	Date:
		This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.	
		ACCEPTED FOR PAYMENT	
		Project Manager:	Date:



ATTACHMENT H

Portland Public Schools

Career Learning Requirements

A. Registration on PPS Partner Connect

- 1) The Contractor is required to register on the District's Career Learning database tool, PPS Partner Connect, which is located at <https://www.pps.net/partnerconnect>
 - When registering, the Contractor must follow the detailed instructions attached.
- 2) The Contractor must offer Career Learning opportunities as follows:
 - a) If this contract has a value between \$100,000 and \$1,000,000, Contractor must:
 - Register with PPS Partner Connect and offer at least two Career Learning opportunities to PPS students. For contracts lasting longer than one year, the Contractor must offer at least two opportunities every year during the active term of the contract.
 - b) If this contract has a value greater than \$1,000,000, Contractor must:
 - Register with PPS Partner Connect and offer at least four Career Learning opportunities to PPS students. For contracts lasting longer than one year, Contractors must offer at least four opportunities every year during the active term of the contract; and
 - Register to participate as an exhibitor in the Portland Workforce Alliance's annual Northwest Youth Careers Expo every year during the active term of the contract. Follow the detailed registration instructions attached. (If Contractor is unable to participate as an exhibitor, Contractor must register to participate as a sponsor at an equivalent level.)

B. Program Administration

- 1) Contractors will report registration with PPS Partner Connect to the District prior to contract execution:
 - Contractors must submit the registration confirmation email or similar proof of registration to the District with its signed contract.
- 2) Contractors will receive requests from District Career Coordinators to provide Career Learning opportunities to PPS students.
- 3) Contractors will coordinate with the District's Career Coordinators to plan, schedule, and conduct the Career Learning events or activities.
- 4) Career Coordinators will coordinate student participation before and during scheduled events and activities.

Please send any questions about these Career Learning Requirements to careerpath@pps.net



PPS PARTNER CONNECT— CONNECTING PARTNERS AND PPS STUDENTS

PPS Partner Connect is our new web-based tool which makes it easy for parents, alumni and industry professionals to connect with K-12 educators. Professionals can share their skills and expertise to bring real-world, authentic learning opportunities to all our students helping to create the next generation of innovators. Through in-person matches and virtual sessions, professionals can help students and teachers connect their classroom experiences to the world of work. ***Together we can make a difference.***

Students need context for what they are learning in the classroom. *PPS Partner Connect can help match your expertise and insight to connect with the schools and students in your community. This easy-to-use tool enables educators to match student-learning needs with professionals whose skills fit their request.*

Benefits to professionals and employers:

- Provides meaningful ways to engage in education
- Connects professionals with educators based on their skills, volunteer interests, and location
- Exposes future workforce to career opportunities
- Allows companies to centralize and scale education outreach
- Tracks employee engagement based on a variety of metrics and generates reports
- Enhances employee engagement and achieves corporate responsibility goals
- Demonstrates your commitment to your community through volunteering

How it works:

- Community members and professionals register and set up a profile at <https://www.pps.net/partnerconnect>
- Career Coordinators create a request based on a topic or activity at their school that can benefit from an industry connection.
- PPS Partner Connect enables high school Career Coordinators to match the skills of industry professional(s) with requests and helps mediate the process of connecting them to the right classroom and students.
- Career Coordinators coordinate with professionals who can choose to accept matches and connect in-person or virtually to share expertise.

ENGAGE — PREPARE — INSPIRE

The District is committed to equal opportunity and nondiscrimination in all its educational and employment activities. The District prohibits discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service.



PPS Partner Connect Guide

STEP 1 -

1. Go to PPS Partner Connect
<https://www.pps.net/partnerconnect> and complete the Partner Intake Survey
2. Complete your Profile Information:

Contact Name (First and Last) *
Your answer:

Contact Email *
Your answer:

Contact Phone *
Your answer:

Contact Job Title
Your answer:

What is your role? (As a parent or alumni you might contribute as a guest speaker or provide a student an opportunity to participate in an informational interview or other Career Related Learning Experience (CRLE). As a leader in your organization you could take on the role of an advocate or lead for your organization in connecting and collaborating with PPS.) *

PPS Parent

PPS Alumni

Business/Industry Partner

Community Partner

Post-Secondary Education Partner

- a. Please provide your first and last name, the best e-mail to contact you, and best contact phone number.
- b. Please select your role: (Check all that apply)
 - ❖ PPS Parent - The parent of a student or students
 - ❖ PPS Alumni - Those who have graduated from a PPS school.
 - ❖ Business/Industry Partner - Those working in the business/industry sector including those who have a contract with PPS.
 - ❖ Community Partner - Community-based programs and organizations providing direct or indirect support to our schools and students.
 - ❖ Post-Secondary Education Partner - Apprentice & trade organizations, community colleges, other Higher-Ed institutions
 - ❖ Volunteer - Those who wish to volunteer or are currently volunteering with PPS

STEP 1 (Cont.)

3. If you are submitting on behalf of a company or organization:
- a. Please provide your company/organization name.
 - b. Please select a type that best matches your company/organization.

<p>Company/Organization Name (Preferred information though not required if submitting as an Alumni or Parent)</p> <p>Your answer: _____</p> <p>Company/Organization Type (Preferred information though not required if submitting as an Alumni or Parent)</p> <p><input type="radio"/> Business/Industry</p> <p><input type="radio"/> Post-Secondary</p> <p><input type="radio"/> Non-Profit</p> <p><input type="radio"/> Government</p> <p><input type="radio"/> Community Based Organization</p> <p><input type="radio"/> Business Association</p> <p><input type="radio"/> Other: _____</p>
--

STEP 2 -

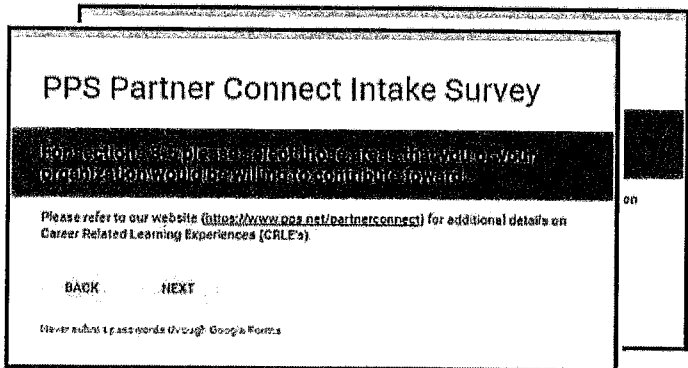
If your company is certified as a MBE, WBE, ESB, SDVBE, and/or DBE, please mark all that apply. If this does not apply, please mark N/A.

<p>Is your company certified as a Minority Business Enterprise (MBE), a Women Business Enterprise (WBE), an Emerging Small Business (ESB), a Service-Disabled Veteran Business Enterprise (SDVBE), or a Disadvantaged Business Enterprise (DBE)? Check all that apply.</p> <p><input type="checkbox"/> MBE</p> <p><input type="checkbox"/> WBE</p> <p><input type="checkbox"/> ESB</p> <p><input type="checkbox"/> SDVBE</p> <p><input type="checkbox"/> DBE</p> <p><input type="checkbox"/> N/A (Not Applicable)</p>



Career Related Learning Experiences are structured student activities that connect academic content and career-related learning to real life applications. In PPS we've broken them out into three tiers:

1. Career Awareness (primarily grades 7-9)
2. Career Exploration (primarily grades 9-11)
3. Career Preparedness (primarily grades 11-12)



Career Awareness

Career Awareness activities are designed to help students develop basic awareness of jobs and careers by interacting with CTE professionals. These experiences also help students understand the education and skill requirements for success in various fields.

Please identify those experiences that your organization might be interested in providing.

- Career Fairs (e.g., Northwest Career Expo)
- Career Presentations (Panels & Speakers)
- Worksite & Company Tours (Career Days)
- 7th grade Career Tech Exploration

STEP 3-

Career Awareness activities are designed to help students develop basic awareness of jobs and careers by interacting with CTE professionals. These experiences also help students understand the education and skill requirements for success in various fields.

Please select the experiences that you are interested in providing.

STEP 4 -

Career Exploration activities provide students with more in-depth opportunities to learn about jobs and careers in specific fields. Students interact with working professionals in the work environment; in some cases, students actually get to experience the rhythms and requirements of the modern workplace.

Career Exploration

Career Exploration activities provide students with more in-depth opportunities to learn about jobs and careers in specific fields. Students interact with working professionals in the work environment; in some cases, students actually get to experience the rhythms and requirements of the modern workplace.

Please identify those experiences that your organization might be interested in providing.

- Job Shadow
- Informational Interview
- Mock Interview
- Career Preparation Workshop

Please select the experiences that you are interested in providing.

Career Preparedness

Career Preparation experiences support college and career readiness and include extended direct interaction with professionals from industry and the community. These experiences are designed to give students supervised practical application of skills and knowledge.

Please identify those experiences that your organization might be interested in providing.

- Extended Learning Opportunities (i.e., Mentorship, Internship, Externship)
- Distance/Virtual Extended Learning Opportunities
- Cooperative Worksite Learning
- PPS Staff/Teacher Extended Learning Opportunity
- Service Learning
- Special Projects

STEP 5 -

Career Preparation experiences support college and career readiness and include extended direct interaction with professionals from industry and the community. These experiences are designed to give students supervised practical application of skills and knowledge.

Please select the experiences you are interested in providing.



STEP 6 -

Please select the additional contributions or opportunities you would be interested in.

If you are interested in volunteering, please select "Volunteer." (e.g., guest speaker, field trips, classroom help, 7th grade Career Tech Exploration)

Examples of technology and equipment donations could include welding machines and materials, robots, construction tools, 3D printers, or possibly computers that would meet program recommendations.

PPS CTE Advisory Committees provide assistance to and promote the development of Career and Technical Education Programs to meet the needs of students, teachers, business and industry, and the community.

For more information on the NW Youth Careers Expo, please visit <http://www.portlandworkforcealliance.org/>.

Other Contributions or Opportunities

Please identify any additional contributions that you or your organization might be interested in providing.

Question

- Serve on Advisory Committees
- Donation of Technology, Equipment or Other Assets (i.e., computers, welders, robots, construction equipment)
- Financial Donations
- Northwest Youth Careers Expo
- Volunteer - 7th grade Career Tech Exploration
- Other

Career Pathway Interest

Please check the applicable Career Pathway(s) you would be interested in.

Career Pathway Options

- Agriculture, Food and Natural Resource Systems (i.e., Natural Resources, Sustainable Agriculture)
- Arts, Information and Communications (i.e., Graphic Design, Digital Media, Design & Applied Arts)
- Business and Management (i.e., Business Management, Culinary/Hospitality, Marketing)
- Health Sciences (i.e., Health Services)
- Human Resources (i.e., Education, Govt. & Public Administration, Law, Public Safety & Security)
- Industrial and Engineering Systems (i.e., Arch. & Const., Auto/Transportation, Engineering, Manufacturing)
- No Preference at this time

STEP 7 -

Please select the Career Pathway Options that are applicable to your interest(s). For more in-depth descriptions of the Career Pathway, please visit <https://pps.net/pathways>.

Final Step -

Thank you for completing our survey! You will receive an auto reply email once you have submitted the form. If for some reason you do not receive an email, please email careerpath@pps.net and we will follow-up with you.

For additional information please visit: <https://www.pps.net/partnerconnect>

PPS Partner Connect Intake Survey

Thank you for taking the time to complete the PPS Partner Connect Intake Survey. We will be reaching out you in the next 10 business days. For additional information please feel free to visit our website at <https://www.pps.net/partnerconnect>



NORTHWEST
**YOUTH
CAREERS
EXPO**

Sponsor & Exhibitor Information

About the NW Youth Careers Expo

The annual NW Youth Careers Expo, hosted by the nonprofit Portland Workforce Alliance, is the state's largest career education experience for high school students. It shows students the region's amazing diversity of career opportunities, as well as the skills and education needed for those jobs.

The Expo's goals are to connect employers to their future workforce and help students make informed, inspired decisions about their education after high school – whether they choose a four-year university, community college or apprenticeship training center. The Expo grows every year, attracting many thousands of students and more than 100 of the region's top employers and postsecondary partners.

Expo sponsor and exhibitor opportunities

Become a sponsor: Generous sponsors make the Expo possible. Sponsors also invest in the year-round work of PWA, supporting high school students and the region's future workforce.

How your sponsorship helps: Your sponsorship helps pay for Expo costs. Our expenses include facility rental, booths, personnel and the PWA Breakfast. Our expense budget also includes significant funds to help high schools cover the costs of student transportation and substitute teachers.

Become an exhibitor: Join the region's leading businesses and organizations in telling students about career opportunities. Our exhibitors include top employers from every major sector, such as health care, business, technology, advanced manufacturing, construction, clean energy, government and the creative industries. They also include colleges and other postsecondary partners.

Registration is easy

Become a sponsor: Go to www.portlandworkforcealliance.org/expo and click on "Sponsor the Expo." Register online or use the printable form.

Become an exhibitor: Go to www.portlandworkforcealliance.org/expo and click on "Become an exhibitor." Register online or use the printable form.

Questions? Want to learn more?

PWA works with employers to offer career-learning experiences for students year-round, including career days, mentorship programs, internships, mock interviews and classroom presentations.

Visit PWA's "Contact us" page at <http://www.portlandworkforcealliance.org/>

Big dreams. Good jobs. All students.

ATTACHMENT I



WORKFORCE TRAINING & HIRING PROGRAM Contractor Checklist

This program applies to projects estimated at \$200,000 or more and subcontracts of \$100,000 or more

Portland Public Schools ("District") has engaged the City of Portland ("City"), Procurement Services to provide and administer the Workforce Training and Hiring Program ("Workforce Program"). The following Workforce Training & Hiring Program requirements are a summary of the key contractual obligations of contractors working on District projects. It is the Contractor's responsibility to read and fully understand this section of the bid specifications and to comply with all provisions of the program, regardless of whether they appear on this checklist. Contractors shall include in their bid all costs associated with complying with the Workforce Program.

The prime contractor and all applicable subcontractors are required to provide all workforce utilization related data electronically in LCP Tracker. The prime contractor is responsible for ensuring all subcontractors have completed all requested items.

Information related to contractor access of the system will be provided to a designated point of contact upon award of the contract. LCP Tracker is web-based and can be accessed at the following internet address: www.lcptracker.net

CHECKLIST:

For Contracts of \$200,000 or More and Subcontracts of \$100,000 or More, Contractors Must:

1. Submit a Workforce Plan (Exhibit 2) to City prior to submittal of first payroll report, or as otherwise designated. A copy of the Workforce Plan should be downloaded, filled out, and then uploaded into LCP Tracker. The Plan should detail your approach and strategies to achieve the targeted workforce goals established by the City.
2. Before starting work on this project, confirm registration as a Training Agent with the Bureau of Labor & Industries (BOLI), Apprenticeship & Training Division. Not a BOLI registered training agent? Contact BOLI (971-673-0760) or City of Portland (503-823-5047) for further information.
3. Ensure that a minimum of 20% of labor hours in each apprenticeable trade are worked by state registered apprentices. Contractors shall fulfill the 20% apprenticeship requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program, if working in excess of 300 hours in any given trade.
4. Strive in good faith to meet the diversity goals of employing women and minorities (both journey and apprentice level workers).
5. Make all reasonable and necessary efforts to employ a workforce that reflects the diversity of the City of Portland, including recruitment of a diverse workforce through the unions, the apprenticeship programs, and other community resources, as described herein.
6. Maintain written documentation of all requests for workers from the unions, apprenticeship programs, and community organizations.
7. When an apprentice is hired: Notify the City's Contract Compliance Specialist assigned to the project.
8. Submit weekly certified payroll reports via the LCP Tracker system no later than the 5th of each month.

For additional information or questions, please contact the Contract Compliance Specialist assigned to the project or the City's Workforce Program Coordinator at 503-823-5047.

ATTACHMENT F

WORKFORCE TRAINING AND HIRING PROGRAM Specifications

I. PURPOSE

A. General Program Description

The PPS Board of Education has specified that the District will ensure apprenticeship opportunities in the construction trades and will promote construction employment opportunities for minorities and women (ref. Equity in Purchasing and Contracting Policy 8.50.095-P). This objective includes a) ensuring that the District does business with contractors whose workforce reflects the diversity of the workforce found in the City of Portland and Multnomah County, and b) that their contracting dollars provide fair and equal opportunities to the Districts' diverse populations.

To implement this objective, the District has engaged City of Portland, Procurement Services to provide and administer the Workforce Training & Hiring Program ("Workforce Program"). The Workforce Program applies to all projects estimated at \$200,000 or more and to each subcontractor having a subcontract of \$100,000 or more on the project. The Contractor and all subcontractors are encouraged to fulfill the program requirements even if their contracts are less than these amounts.

Contractors shall make reasonable efforts to ensure that their workforce reflects the diversity of the City of Portland and Multnomah County.

One way contractors can make reasonable efforts to ensure that their workforce is diverse is to recruit, train, and employ minorities and women whenever possible. This portion of the Contract establishes requirements regarding that recruitment, training, and employment.

For purposes of the Workforce Program specifications, the following definitions shall apply:

"Contract" shall mean the contract awarded as a result of these bid specifications.

"Contractor" shall mean the Prime Contractor to whom a Contract is awarded, and any subcontractors with subcontracts of \$100,000 or more.

"Minorities" shall include members of either sex who are African-Americans, Hispanic Americans, Asians or Pacific Islanders, Native Americans or Alaskan Native Americans.

"Owner" shall mean the government agency that awarded the Contract, or leveraged public involvement in the project through a loan or development agreement.

"Project" shall include all work performed pursuant to the Contract.

B. Organization of Program Requirements

The Workforce Program specifications are divided into several parts.

Section II - refers to the action the Prime must take in order to be eligible for award of a contract.

Section III - lists the actions that must be taken by the Prime to meet contractual obligations.

Section IV - refers to remedies available to the Owner if a Prime fails to meet the requirements of the Workforce Program specifications.

Section V - refers to the Owner's ability to monitor compliance with the Workforce Program specification by examination of Prime and subcontractor records.

ATTACHMENT F

II. ACTIONS REQUIRED PRIOR TO BEGINNING THE PROJECT

The Prime shall thoroughly read this Workforce Program specification and commit to perform all requirements described herein. The Prime shall submit, before work begins, a Workforce Plan, which demonstrates how the workforce on this project will fulfill all program requirements, including utilization of apprentices and targeted workforce goals.

III. ACTIONS REQUIRED TO SATISFY CONTRACTUAL OBLIGATIONS

A. Make Reasonable Efforts to Have Diverse Workforce

A Prime must make all necessary and reasonable efforts to have a workforce that reflects the diversity of the City of Portland and Multnomah County and is reasonably consistent with the availability of qualified women and minorities based on Equal Employment Opportunity data supplied by the City. This requirement is in addition to any other requirement of this portion of the Contract.

1. Provide written documentation of its good faith recruitment efforts. Contractors must follow the process for recruiting apprentices and journey workers described in Section III, subsection F of this specification. This process is considered by the City to be the minimum effort to recruit a diverse workforce.
2. The failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall not excuse the Contractor's obligations under this section of the specifications.

B. Ensure Compliance by Certain Subcontractors

1. The Prime shall ensure that each subcontractor having a subcontract of \$100,000 or more, at any tier, shall comply with all of the provisions of the Workforce Program specifications. Contractors shall include in their price all costs associated with this requirement. No change order will be executed in order for the Prime to comply with the Workforce Program specifications.
2. The Prime shall provide a copy of this Workforce Program specification to all subcontractors with contracts of \$100,000 or more executed for the project.

C. Register as a Training Agent

The Prime shall register with the Oregon Bureau of Labor and Industries (BOLI) as a Training Agent and ensure that all subcontractors who have contracts in the amount of \$100,000 or more are registered as Training Agents. Registration as a Training Agent in a specific trade is not required if there are no training opportunities in that trade on the project, based on the maximum ratio allowed by BOLI.

1. Training programs approved by and registered with BOLI may be used to fulfill training requirements under the Workforce Program specifications. Other training alternatives must be approved by the City's Workforce Program Coordinator.
2. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts, which are not apprenticeable occupations are exempt from the training requirements.
3. Exemptions to the training requirements must be approved by the Owner in writing prior to starting work on the project. Written requests for exemptions related to the training requirements will be considered by the Owner only for extreme circumstances during the course of the project, and must be approved in writing. All requests to exempt all or any portion of the work on a project shall be submitted to the Owner 14 calendar days before any work on the project begins. All exemptions must be approved by the Workforce Program Coordinator. *Please note: Procedures for granting exemptions are subject to change. For the most recent updates, please visit <https://www.portlandoregon.gov/citycode/?c=26882&a=408189>.*

ATTACHMENT F

D. Submit Documentation

The Prime shall submit documentation regarding the following subjects to the Owner. The Owner's failure to object to documentation submitted by the Prime or subcontractor shall not relieve them of the requirements of the Workforce Program specifications.

1. ***Training Agent Status***

The Prime and all required subcontractors listed on the First Tier Subcontractor Disclosure Form must submit proof to the Contract Compliance Specialist that they are registered Training Agents with BOLI prior to beginning any work on the project.

2. ***Subcontractor Workforce Information***

Each subcontractor with a contract of \$100,000 or more, must submit a Workforce Plan, prior to submission of their first payroll report, or within 5 calendar days after the execution of the applicable subcontract, whichever occurs first. A copy of the Workforce Plan should be downloaded, filled out and then uploaded into LCP Tracker. Work by a subcontractor shall not begin prior to submission of such documentation.

3. ***Prime and Subcontractor Reports After Work Begins***

Weekly Certified Payroll Reports must be submitted by the Prime and any subcontractor having a subcontract of \$100,000 or more, via LCP Tracker, no later than the 5th of each month and will be used to track attainment toward the City's apprentice requirement and diversity goals. All hours subject to prevailing wage rates on public projects, in addition to supervisors, foremen and superintendents, shall be reported.

E. Use of Apprentices

The Prime shall:

1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed on the project by the Prime, and subcontractors with subcontracts of \$100,000 or more, are worked by state registered apprentices throughout the duration of the project. The Prime and subcontractors shall fulfill the 20% apprenticeship requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program, if working in excess of 300 hours in any given trade.
2. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations.
3. Not use workers previously employed at journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of these provisions.
4. Notify the Contract Compliance Specialist when an apprentice is hired for this project.
5. Count apprentice hours as follows:
 - (a) Hours worked on the project by apprentices enrolled in state-approved apprenticeship programs. If the Contractor is unable to fulfill its 20% requirement, then the Contractor may also use methods (b) and (c) below;
 - (b) Hours worked on the project by apprentices who are required to be away from the job site for related training during the course of the project, but only if the apprentice is rehired by the same employer after completion of training; and
 - (c) Hours worked on the project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the 12-month period following the apprentice's completion date.

ATTACHMENT F

F. Hiring, Requesting, Recruiting, or Replacing Workers

Contractors must follow all of these steps when hiring, requesting, recruiting or replacing workers:

For Apprentices:

1. Using the Worker Request Form, contact the appropriate apprenticeship program or dispatch center to request apprentices who are enrolled in the apprenticeship program; and
2. Request female or minority apprentices from the union or open shop apprenticeship program if such an action will help remedy historical underutilization in the Contractor's workforce.
3. If the apprenticeship program is unable to supply an apprentice and if the program is open for applications or allows direct entry from the Oregon Employment Division, make reasonable and necessary efforts to recruit apprentice applicants from WorkSource at the Oregon Employment Department, and seek to enroll them into an apprenticeship program.

WorkSource Oregon is Oregon's largest source for job ready applicants:

- Recruitment Services are local, statewide, and nationwide
- Computerized job match system matches applicants to job qualifications
- On-the-job training resources available to offset cost of new hires
- Go to: www.imatchskills.org or call 503-257-HIRE

For All Workers:

1. Make reasonable and necessary efforts to employ a diverse workforce. Such actions should include requests for minority and female applicants. Contractors are notified that direct hiring of employees (such as "walk-ons") without providing notification of that job opportunity may not be sufficient to establish the Contractor's efforts to satisfy the diversity goals; and
2. Document employment efforts. Use the Worker Request Form to keep a *written* record of requests to:
 - a. Union halls for signatory contractors;
 - b. Union or open shop apprenticeship programs;
 - c. The Oregon Employment Department. Go to: www.imatchskills.org or call 503-257-HIRE;
 - d. State-registered pre-apprenticeship programs:
http://www.oregon.gov/BOLI/ATD/pages/a_ag_partners.aspx
3. Documentation will be requested by the Owner, if a Contractor is not following their Workforce Plan or meeting the workforce diversity goals, if it appears that the Contractor has not made reasonable and necessary efforts. When requested, the Contractor shall provide that documentation to the Contract Compliance Specialist within 7 calendar days.

NOTE: Contractors may contact the Contract Compliance Specialist for assistance related to any of the above issues.

IV. CONSEQUENCES OF NONCOMPLIANCE WITH WORKFORCE PROGRAM REQUIREMENTS

The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this section of the specifications negates such funding and impairs the Owner's efforts to promote workforce diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, the parties mutually agree that failure to meet the requirements of this section of the specifications, including but not limited to the submission of required

ATTACHMENT F

documentation, constitutes a material breach of the Contract.

In the event of a breach of this section of the Contract, the Owner may take any or all of the following actions:

A. Withholding Progress Payments

The Owner may withhold all or part of any progress payment or payments until the Prime has remedied the breach of Contract. In the event that progress payments are withheld, the Prime shall not be entitled to interest on said payments.

If a subcontractor(s) is responsible for noncompliance with the Workforce Program requirements, the Owner may choose to withhold only their portion of the progress payment.

B. Retain Sums as Damages for Failure to Comply with Workforce Program Specifications

The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for the Prime's failure to comply with the Workforce Program specifications. The parties further agree that it is difficult, if not impossible, to determine the cost to the Owner when workforce opportunities are not provided. Therefore, if the Prime fails to comply with the Workforce Program provisions of this Contract, the Prime agrees to pay the sum of \$250 per day for each day of missed apprenticeship hours or until the breach of Contract is remedied. Damages may be assessed for failure to meet the 20% apprenticeship training requirements by the Prime and each required subcontractor in each trade employed. Damages will be calculated based on the training hours not provided at a rate of \$250 per day. For example, if the Contractor was required to provide 200 hours of carpenter training (20% of 1,000 total carpenter hours), and the Contractor only provided 150 training hours, then the difference (50 hours) is divided by 8 (one day of work) to determine the number of days of undelivered training. $(50/8 = 6.25 \times \$250 = \$1,562.5)$.

Damages may also be assessed for failure to fulfill the inclusive hiring process described in Section III, subsections F and G.

These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by the Contractor's failure to comply with the Workforce Program provisions of the Contract.

C. Retain Sums as Liquidated Damages for Delay

The Prime agrees that any delay to the specified contract time as a result of the Prime's failure to comply with the requirements of these specifications shall subject the Prime to the amount of liquidated damages specified elsewhere in the Contract.

D. Notification of Possible Debarment

By executing this Contract, the Prime agrees that it has been notified that failure to comply with the requirements of this portion of the Contract may lead to the Prime's disqualification from bidding on and receiving other Owner contracts.

E. Other Remedies

The remedies that are noted above do not limit any other remedies available to the Owner in the event that the Prime fails to meet the requirements of the Workforce Program specifications.

V. REVIEW OF RECORDS

In the event that the Owner reasonably believes that a violation of the requirements of the Workforce Program specifications has occurred, the Owner is entitled to review the books and records of the Prime and any subcontractors employed on the project to which the requirements of these specifications are applicable to determine whether such a violation has or has not occurred.

In the event that the Prime or any subcontractor fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this Contract and permit the imposition of any of the remedies noted in Section IV above, including the withholding of all or part of any progress payment.

ATTACHMENT F

ATTACHMENTS:

Recommended Recruitment & Retention Practices
Apprenticeship Ratio Data

RESOURCES:

Copies of all required forms, including the Workforce Plan and Worker Request Form can be downloaded in the LCP Tracker system at www.lcptracker.net or are available on the City's website at: <https://www.portlandoregon.gov/brfs/42255>

For questions about the City's Workforce Training and Hiring Program requirements, visit: <https://www.portlandoregon.gov/brfs/42255>

For information on State-Approved Apprenticeship Programs visit the Bureau of Labor and Industries, Apprenticeship and Training Divisions website: <http://www.oregon.gov/BOLI/ATD/pages/index.aspx>.

For procedures related to granting exemptions to the training requirements, please visit: <https://www.portlandoregon.gov/citycode/?c=26882&a=408189>.

For a list of community resources to help with the recruitment of women and minorities, please visit: http://www.oregon.gov/BOLI/ATD/pages/a_ag_partners.aspx

If you have questions after reading the information contained herein and visiting the resources above, please contact Ay Saechao at (503) 823-1090, or the City's Workforce Program Manager at (503) 823-6888.

ATTACHMENT F

RECOMMENDED GOOD FAITH RECRUITMENT & RETENTION PRACTICES

A. Recruitment Efforts

Good faith recruitment efforts are those intense, aggressive, sincere, and result-oriented actions taken by the Contractor designed to accomplish the objectives of the City Workforce Training & Hiring. Good faith recruitment efforts include, but are not limited to:

1. Work aggressively with Contractor's Joint Apprenticeship Training Committee (JATC) to recruit minorities, women and disadvantaged individuals. Provide evidence of these efforts.
2. Assist the JATC by conducting a workshop with minority and women employees to enlist their assistance as recruiters and request their ideas on how to increase employment of underutilized groups.
3. Support the efforts of the Contractor's JATC by giving all apprentices referred to the Contractor a fair chance to perform successfully, allowing for possible lack of previous experience. Recognize that the Contractor is responsible for providing on-the-job training, and that all apprentices should not be expected to have previous experience.
4. Participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades.
5. Allow scheduled job site visits by participants in community programs, as safety allows, increasing awareness of job and training opportunities in the construction trades.
6. Keep applications of those not selected for an opening. Contact when opening occurs.

B. Retention Efforts

The Contractor shall endeavor to retain minorities, women, and disadvantaged individuals by implementing steps such as the following:

1. Maintain a harassment-free work place.
2. Ensure that employees are knowledgeable about the company's policies if they need to report a harassment problem.
3. Make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards.
4. Review and disseminate, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.
5. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
6. Take steps to reduce feelings of isolation among minorities and women to curb hostile attitudes and behavior (e.g., have several minorities and women at the job site, provide access to support group system).
7. Provide adequate toilet facilities for women on the job site.
8. Match minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a journey-level mentor.

ATTACHMENT F Apprenticeship Ratio Data

*Ratios may change pursuant to actions taken by the Oregon State Apprenticeship & Training Council/BOLI. For the purposes of this contract, the ratios approved by BOLI on the date the bid is advertised shall prevail.

<u>TRADE</u>	<u>1st Apprentice</u>	<u>2nd Apprentice</u>	<u>Max</u>
Asbestos/Insulation Workers	1/1	1/4	
Brick/Marble/Terrazzo/Tile Finisher	1/1	1/3	
Bricklayer/Masonry	1/1	1/3	
Carpenter (Portland)	1/1	1/1	1/1 for first three apprentices; 1/5 after
Carpet Installers/Floorlayers	1/1	1/3	
Cement Masons	1/2 (1/1 Open Shop)	1/3	
Drywall Applicator (Ext/Int Specialists)	1/1	1/1	1/1 for the first three apprentices; 1/5 thereafter
Drywall Finisher (Taper)	1/1	1/3	1/3 thereafter
Electricians			
Inside	1/1	1/3	Allowed 2 apprentices for every 3 journey
Limited Energy/Limited Residential	1/1	1/1	
Construction Lineman	1/1		Max. 2 apprentices a crew/subject to conditions
Limited Maintenance	1/1	1/2	
Stationary Engineer	1/1	1/3	
Elevator Contractor	1/1	1/3	
Environmental Control System (HVAC)	1/1	1/1	Additional apprentices at 1/3
Glass Installer (Glazier)	1/1	1/3	
Hod Carrier/Mason Tender	1/1	1/5	
Iron Worker	1/1	1/3	
Laborer (Construction)	1/1	1/5 (1/3 open shop)	1/10 Union – 10 max
Maintenance Mechanic	1/1	1/3	
Millwright	1/1		1/1 for first three apprentices, 1/5 after
Operating Engineer (Heavy)	1/1-4	2/5-9	3/10-19 4/20-24 5/25-29 30 or more 1/for each 5 additional operators
Painting & Sandblasting	1/1	1/3	
Painting (Traffic Control)	1/1	1/4	
Pile Drivers	1/1	1/1	1/1 for first three apprentices, 1/5 thereafter
Pipe Fitters	1/1	1/1	1/3 thereafter
Plasterers	1/1	1/3	
Plumber	1/1	1/1	1/1 for first two apprentices, 1/3 after
Roofer	1/1	1/1	
Scaffold Erector	1/1		1/1 for the first five apprentices; 1/5 thereafter
Sheet Metal Worker	1/1	1/1	1/1 for first two apprentices, 1/3
Sheet metal Worker (Residential)	1/1	1/3	
Sign Maker/Erector	1/1	1/1	
Sprinkler Fitter	1/1	1/1	
Steamfitters	1/1	1/1	1/1 for the first two apprentices on the job; 1/3 thereafter
Terrazzo Worker	1/1	1/3	
Tile/Marble Setter	1/1	1/3	
Truck Driver (Heavy)	1/1	1/1	

ATTACHMENT F

Exhibit 2

Workforce Plan

Instructions

1. This form must be completed by the prime and each subcontractor with a subcontract of \$100,000 or more.
2. Please state how you plan to perform the work on this project, indicating the number of journey workers and apprentices, by trade.
3. This plan must demonstrate how your company will fulfill all Workforce Training & Hiring Program requirements, including utilization of apprentices, and diversity goals.

Bid #: _____ **Project Name:** _____

Company Name: _____ **Contract Amount: \$** _____

Federal Tax ID: _____ **Prime Contractor:** **Subcontractor:**

List all Trades to be used on this Project (one trade, per line)	Total # of Journey Workers	Total # of Apprentices	Total # of Female Workers	Total # of Minority Workers	# and level of New Hires (i.e. 1A or 1J)	Anticipated Start Date	Estimated Total Hours (all workers in each trade)

Please list the apprentices who will work on this project. If you need more space, attach an additional sheet of paper. Compliance Staff must approve all apprentices on the project.

Name of Apprentice	Trade	Race	Gender	Date of Hire	STAFF USE ONLY

If no current apprentices, indicate when and how they will be hired:

Name of Workforce Plan Administrator (for Apprentice/Diversity Goals): _____ Phone: _____ Fax: _____

E-mail address? _____

Are you a registered Training Agent? Yes No Are you a Union or Open Shop Contractor? Union Open Shop

Which JATC dispatches apprentices to your company?

Name: _____ Phone: _____ Fax: _____

Name: _____ Phone: _____ Fax: _____

Please answer the following questions concerning your efforts to achieve the diversity goals on this project:

1. How do you plan to achieve the diversity goals on this project?
2. Other than your JATC, what resources will you use to recruit minority and female workers for this project (please check all that apply)?

<input type="checkbox"/> Oregon Tradeswomen	<input type="checkbox"/> ETAP	<input type="checkbox"/> Portland YouthBuilders
<input type="checkbox"/> Constructing Hope	<input type="checkbox"/> Job Corps	<input type="checkbox"/> Other
3. Do you need any assistance with meeting the apprenticeship requirements or diversity goals on this project?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

Prepared By (print): _____ **Signature:** _____ **Date:** _____



Portland Public Schools OCIP - Enrollment Forms – Submission Guidelines

To: **Construction Participant**

From: Builders Protection Group LLC

Sample Only- OCIP Policy under review/revision by PPS, anticipated sprint 2021

You have been designated as a recipient of a construction contract on a project included in the **Portland Public Schools OCIP** program (OCIP Program). The Commercial General Liability and Contractors Pollution Liability for this project is administered through an OCIP (Owner Controlled Insurance Policy), commonly called a “Wrap” or “Wrap-Up” Program. Builders Protection Group LLC has been retained as the Wrap Administrator for the OCIP Program. It is our job to assist you in understanding the OCIP Program and your obligations under it. Your participation begins with the completion of this OCIP enrollment packet. Included in this packet are the following documents:

- √ Explanation of Requirements
- √ OCIP/Wrap-Up Enrollment Form (Form 1-A)
- √ Subcontractor Schedule (Form 1-B)
- √ Insurance Credit Worksheet (Form 1-C)

If any of the above-listed documents are not included with this packet, please notify the Wrap Administrator immediately by calling 512-676-4305 (phone) or e-mail at brandee@buildersprotect.com.

To enroll in the OCIP and have permission to begin work on the project, it is your responsibility to provide the following to Builders Protection Group LLC:

- Completed OCIP Wrap-Up Enrollment Form 1-A.
- Complete OCIP Wrap-Up Enrollment Form 1-B. Please include all information on any and all Subcontractors of any tier. This form must be completed no less than **ten (10) days** prior to any Subcontractor(s) beginning onsite work on the project.
- Completed Insurance Credit Worksheet Form 1-C.
- Evidence/Certificates of insurance for Automobile Liability, Workers’ Compensation, and Commercial General Liability **activities outside/away from the project Site/location**.
- Declarations/Rate pages from your current CGL insurance policy.

Subcontractors:
Please Submit to Andersen Construction
Attn: Brad Barcroft/Sr. Project Manager
via email: bbarcroft@andersen-const.com

(Andersen will forward onto the OCIP Administrator)



Builders Protection Group LLC
Wrap Administration Services

Please ensure the information on the form is complete in its entirety. Personnel from a company that has not been completely documented (including the above-listed documents) will not be allowed onto the project jobsite.

After faxing/e-mailing the OCIP Wrap-Up Enrollment Form 2-A, Subcontractor Form 2-B (if applicable), Insurance Cost Worksheet 2-C, requested Certificates of Insurance **and** Declarations/Rate pages, please retain original copies for your files.

Please direct all questions regarding the above and immediately submit via fax or e-mail all completed forms and documents named in their entirety to:

~~Builders Protection Group LLC
512-676-4305 (phone)
512-676-4347 (fax)
brandee@buildersprotect.com~~

Please direct all questions with regards to the Wrap insurance *policy* and corresponding *coverage* to:

~~Craig Payne
Brown & Brown Northwest
503.219.3267
cpayne@bbnw.com~~

Respectfully,

Brandee Beebe
Wrap Administrator/ Project Manager
Builders Protection Group LLC

Subcontractors:
Please Submit to Andersen Construction
Attn: Brad Barcroft/Sr. Project Manager
via email: bbarcroft@andersen-const.com

(Andersen will forward onto the OCIP Administrator)



Explanation of Requirements

Evidence/Certificates of Insurance Needed for OCIP Wrap Enrollment

In order to be successfully enrolled in this project's OCIP insurance Program, we need to collect copies of a few key documents. From time to time, we get questions as to why the insurance carrier requires these items. Below is a quick explanation for each required document. If you would like to go over these items with us further, please feel free to contact Builders Protection Group LLC at 512-676-4305.

General Liability – Please provide Builders Protection Group LLC with evidence of Commercial General Liability (CGL) insurance for any of your activities performed outside/away from this project site/location.

Why this is needed for Wrap Enrollment: To show evidence/proof of CGL coverage for all other projects outside of this project. This evidence/proof will help protect the Wrap Insurance Policy against exposures arising from work done outside/away from this Project Site/Location.

Workers' Comp – Please provide Builders Protection Group LLC with evidence/proof of Workers' Compensation insurance for your own employees. If your company is exempt from Workers' Compensation requirements, please provide us with proof/letter on your letterhead stating you have no employees working for your company and that you are exempt from Workers' Compensation insurance.

Why this is needed for Wrap Enrollment: To show evidence/proof that your employees are protected/covered for workplace accidents that could happen to one of them while working on this or any other projects for your company.

Auto Liability – Please provide Builders Protection Group LLC with evidence/proof of Automobile Liability insurance for any/all automobiles driving to and from the project site/location.

Why this is needed for Wrap Enrollment: To show evidence/proof that any/all automobiles are covered in case an accident should occur while driving to and/or from the project site/location and/or onto the premises of the Project Site/Location.

NOTE: Depending on the scope of your work, there may be additional insurance requirements including, but not limited to, specific ACORD Form #'s, minimum AM Best ratings, Umbrella/Excess Liability, Additional Insured Endorsements, Waivers of Subrogation, and/or Professional Liability. **Please review your contract for specifics on additional insurance requirements beyond those described above.**



Explanation of Requirements

CGL Insurance Declarations/Rate Pages Needed for OCIP Wrap Enrollment

In order to be successfully enrolled in this project's OCIP insurance Program, we need to collect copies of a few other key documents as well. Oftentimes, we get questions as to why the Sponsor requires these items. Below is a quick explanation for each required document. If you would like to go over these items with us further, please feel free to contact Builders Protection Group LLC at 512-676-4305.

Because the insurance program that covers this project is an OCIP Wrap Program, this project may not be reflected on your existing Commercial General Liability (CGL) insurance policy(ies). As such, when you are being audited by your existing CGL carrier you may decide to exclude this project from your own coverage so you may receive a premium credit. The OCIP policy premium for this project has been paid by the Portland Public School District, but in order for the District to measure the overall "avoided" insurance cost if it had not chosen to purchase an OCIP Wrap Program, it will be necessary to calculate each enrolled participant's Insurance Credit.

As an enrolled participant, your Insurance Credit will be calculated by Builders Protection Group LLC. This cost savings is determined based on your scope of work and total contract value or estimated payroll, depending on how you are charged by your current CGL carrier, as found on your Declarations and Rate page(s) in effect at the time of your enrollment. In order for Builders Protection Group LLC to calculate an accurate cost savings, it will be necessary to review the rates you are being charged under your existing CGL policy.

Declarations Page – Please provide Builders Protection Group LLC with documentation/verification of your current Commercial General Liability (CGL) Declarations page. This is usually the first page(s) of your CGL policy.

Why this is needed for Wrap Enrollment: Generally speaking, this is to verify that the First Named Insured is your company name, that your policy term is currently active, and that your policy number matches the policy number on the accompanying Rate page document required below. This documentation assists us to fairly and accurately determine the appropriate rate to calculate your OCIP Insurance Credit.

Rate Page(s) – Please provide Builders Protection Group LLC with documentation/verification of your current Commercial General Liability (CGL) Rate page(s). This page will usually state a rate based on either Revenue or Payroll per \$100 or per \$1,000.

Why this is needed for Wrap Enrollment: This is to identify your existing CGL policy premium rate for your scope of work performed on this Project and to verify that your policy number matches the policy number on the accompanying Declarations document required above. This documentation assists us to fairly and accurately determine the appropriate rate to calculate your OCIP Insurance Credit.



Explanation of Credit Calculations

Methodology Used to Determine OCIP Credits

The OCIP cost savings will be determined by examining the rating method your existing CGL insurance carrier uses to charge you for your premium. There are three main methods that CGL carriers utilize. Below is a quick explanation of each of the three methods. If you would like more details on this process, please feel free to contact Builders Protection Group LLC at 512-676-4305.

Receipts – The rates for some Commercial General Liability (CGL) policies are based on the contractor's gross receipts (sales). This is the total amount of your contract value for work performed on the project. Usually, the gross amount is then divided by 1,000 and then multiplied by a numerical rate assigned for your scope of work, also called a "classification code". If you normally perform multiple scopes of work, your policy may assign a different rate depending on the relative risk assessment of each "class code" or type of work. As one might expect, work that is riskier will generally be charged a higher rate than work that is less hazardous to perform and/or less prone to become a hazard later on.

Let's look at an example: Goode Werks has a CGL policy rate based on gross receipts (sales). Goode Werks' total receipts for the OCIP project are \$75,000 (found in its contract). Goode Werks' CGL rate is \$12.36 per \$1,000 of sales (found on its CGL policy Rate page(s)).

\$75,000 divided by \$1,000 multiplied by \$12.36 = \$927 (the amount of Goode Werks' OCIP credit)

Payroll – The rates for some Commercial General Liability (CGL) policies are based on the contractor's payroll. This is the gross amount of your total payroll for work performed on the project. Usually, the gross amount is then divided by 100 and then multiplied by a numerical rate assigned for your scope of work, also called a "classification code". If you normally perform multiple scopes of work, your policy may assign a different rate depending on the relative risk assessment of each "class code" or type of work. As one might expect, work that is riskier will generally be charged a higher rate than work that is less hazardous to perform and/or less prone to become a hazard later on.

Let's look at an example: Goode Werks has a CGL policy rate based on its payroll. Goode Werks' total payroll for the OCIP project is \$35,000 (found in its contract amount). Goode Werks' CGL rate is \$2.62 per \$100 of payroll (found on its CGL policy Rate page(s)).

\$35,000 divided by \$100 multiplied by \$2.62 = \$917 (the amount of Goode Werks' OCIP credit)

Other – The rates for some Commercial General Liability (CGL) policies are based on some method other than either total gross receipts (sales) or payroll. This could be a rate based on square footage, work hours, # of employees, a composite rate or some other factor. Since it may be difficult to determine a numerical "rate" for your work, Builder Protection Group LLC may assess a fair credit based on current comparable rates for similar trades, records of which are maintained in our extensive database.

Let's look at an example: Goode Werks has a CGL policy rate based on a non-standard method. The rate usually charged for trades similar to Goode Werks is 0.12% of contract value (found in our database). Goode Werks' total contract amount for the OCIP project is \$75,000 (found in its contract).

\$75,000 multiplied by 0.012 = \$900 (the amount of Goode Werks' OCIP credit)



**OCIP WRAP-UP
SUBCONTRACTOR ENROLLMENT FORM (FORM 1-A)
PORTLAND PUBLIC SCHOOLS**

PROJECT INFORMATION

Project Name _____

Type of Work to be Done _____

Est. Start Date _____ Est. End Date _____

SUBCONTRACTOR INFORMATION

Company Name _____ License # _____

LLC Ptshp Corp Other _____ Federal ID # _____

Company Address _____ Suite _____

City _____ State _____ ZIP _____

Office Contact _____ Phone _____ Fax _____

E-Mail _____

Site Contact _____ Phone _____ Fax _____

E-Mail _____

SUBCONTRACTOR INSURANCE INFORMATION

General Liability Carrier _____ CGL Policy # _____

Workers' Comp. Carrier _____ WC Policy # _____

Business Auto. Carrier _____ Policy # _____

Fill out the **Sub- tier contractor Form 1-B** (provided with your enrollment documents) with the appropriate information on all **Sub- tier contractors** intended to provide services on the project. This form must be completed and submitted **ten (10) days** prior to any Subcontractors performing any onsite work. If you have employed any Subcontractors, it is the task of your organization to recover any insurance deducts from that Subcontractor. Fill out the Insurance Credit Worksheet Form 1-C (provided with your enrollment documents).



NOTE: The **following** information must also be submitted with this application:

- Copy of **Certificate of Insurance for Workers Compensation, Auto and General liability**, with **Your General Contractors** name as the certificate holder
- Either a blanket Additional Insured endorsement** for your **General Liability** with your GL policy number on it or one naming the **following**:
 - **School District No. 1J, Multnomah County, OR (Portland Public Schools)** 501 N. Dixon Street Portland, OR 97227
 - Your **General Contractors** Name.
- Copy of **Declarations and Rate pages** from your current CGL policy

I hereby certify to the best of my knowledge that all of the above information is true and accurate in all respects and I am requesting to be enrolled in the OCIP referenced in this document.

Signed on this _____ day of _____, 20__

Authorized Representative Signature: _____

Printed Name: _____

Title: _____

Send this form and/or direct any questions to the Wrap Administrator:

Brandee Beebe
Builders Protection Group LLC
201 W Howard Lane
Austin, Texas 78753
512-676-4305 (Phone)
512-676-4347 (fax)
brandee@buildersprotect.com



SUB CONTRACTOR SCHEDULE (FORM 1-B)

Fill out the table below with the appropriate information on all **Sub tier contractors (construction participants with which you have a direct contract)** to be used on the project. We understand that you may not have a complete list of all Subcontractors at this time. **If you are certain you will not be hiring any Subcontractors, please mark the fields below as N/A or None.** Include this Form with your OCIP Wrap-Up Enrollment Form 1-A. Please inform Builders Protection Group LLC if additional forms are required.

Send this form in with the other enrollment forms to your BPG Wrap Administrator:

Via FAX: **512-676-4347**

Via E-MAIL: brandee@buildersprotect.com

Via MAIL: Attention: Brandee Beebe (Portland Public Schools OCIP)
 Builders Protection Group LLC
 201 W Howard Lane
 Austin, Texas 78753

Sub tier contractor #1

Company Name	_____	Address #1	_____
Contact Name	_____	Address #2	_____
Phone Number	_____	City, State, ZIP	_____
Fax Number	_____	Contract Amount	\$ _____
E-Mail Address	_____	CCB#	_____
Scope of Work	_____		

Sub tier contractor #2

Company Name	_____	Address #1	_____
Contact Name	_____	Address #2	_____
Phone Number	_____	City, State, ZIP	_____
Fax Number	_____	Contract Amount	\$ _____
E-Mail Address	_____	CCB#	_____
Scope of Work	_____		

Sub tier contractor #3

Company Name	_____	Address #1	_____
Contact Name	_____	Address #2	_____
Phone Number	_____	City, State, ZIP	_____
Fax Number	_____	Contract Amount	\$ _____
E-Mail Address	_____	CCB#	_____
Scope of Work	_____		



Subcontractor Form 2-B

Sub tier contractor #4

Company Name	_____	Address #1	_____
Contact Name	_____	Address #2	_____
Phone Number	_____	City, State, ZIP	_____
Fax Number	_____	Contract Amount	\$ _____
E-Mail Address	_____	CCB#	_____
Scope of Work	_____		

Sub tier contractor #5

Company Name	_____	Address #1	_____
Contact Name	_____	Address #2	_____
Phone Number	_____	City, State, ZIP	_____
Fax Number	_____	Contract Amount	\$ _____
E-Mail Address	_____	CCB#	_____
Scope of Work	_____		

Sub tier contractor #6

Company Name	_____	Address #1	_____
Contact Name	_____	Address #2	_____
Phone Number	_____	City, State, ZIP	_____
Fax Number	_____	Contract Amount	\$ _____
E-Mail Address	_____	CCB#	_____
Scope of Work	_____		

Sub tier contractor #7

Company Name	_____	Address #1	_____
Contact Name	_____	Address #2	_____
Phone Number	_____	City, State, ZIP	_____
Fax Number	_____	Contract Amount	\$ _____
E-Mail Address	_____	CCB#	_____
Scope of Work	_____		



EXHIBIT O
PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT PROJECT
MULTNOMAH COUNTY, OREGON
INSURANCE REQUIREMENTS

Sample of Proposed Language from similar Project to be incorporated into BHS Prime Contract

Whereas, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, **Portland Public School District** (Owner) desires to implement an Owner Controlled Insurance Policy (OCIP), or a “Wrap Up” Policy, for certain insurable risks as set forth in the OCIP policy. The primary OCIP policy is placed with **Gemini Insurance Company** and mandates, among other requirements, a third party wrap up administrator, and that shall be Builders Protection Group LLC (“OCIP Administrator”).

1. OCIP INSURANCE AND INDEMNITY PROVISION

- a. The Owner of this project has elected to purchase an Owner Controlled Insurance policy (OCIP) naming it, as well as other designated Contractors, and for certain risks associated with the project as set forth by the Owner. The Enrollment process is defined by the policy and detailed through documents which will be made available by the OCIP Administrator. Contractors are considered to be enrolled in the OCIP upon the issuance of a Certificate of Enrollment. OCIP enrollment must take place prior to commencement of work performed on the project. All Contractors and Subcontractors shall be enrolled in the OCIP through the OCIP Administrator.
- b. Risks covered and not covered by the OCIP are listed in the Program insurance policy. It is the Contractor’s responsibility to review the policy and obtain any desired legal review and analysis it deems appropriate and in its judgment necessary regarding the Program. There are no representations regarding the nature, quality or limits of the Program policies and Contractor expressly acknowledges the lack of reliance upon any representations made by Owner, other Contractors, Subcontractors, the OCIP Administrator or their representatives regarding the nature, quality or limits of the insurance provided by the Program. Contractor shall hold Owner, the OCIP Administrator and their representatives, including, but not limited to, insurance brokers and/or agents, free and harmless from any and all claims asserting or alleging that the type and/or amount of coverage provided under the Program is inadequate, deficient, insufficient, or in any way not providing the nature and amount of coverage that might at a later date be deemed or claimed to be appropriate. The Program is intended to be the primary source of coverage for the risks covered and shall be primary to Contractor’s insurance, if any, in the Program covered areas of risk.

Following is an outline of the OCIP terms and coverage.

The effective date of the OCIP program is 4/15/2014 and expires 4/15/19 or as otherwise extended. The coverage also provides an extended reporting period equal to 10 years or the Statutory Period of Repose in the State of Oregon.

Commercial General Liability (CGL)– Gemini Insurance Company

Each Occurrence Limit	\$2,000,000
General Aggregate Limit	\$4,000,000
Products-Completed Operation Aggregate Limit	\$4,000,000
Personal & Advertising Injury	\$2,000,000
Damage to Premises Rented to You	\$ 100,000
Medical Payment Limit (no fault)	\$ 10,000

Excess Liability Limits (Excess)

Each Occurrence Limit	\$100,000,000
General Aggregate Limit	\$100,000,000
Products-Completed Operation Limit	\$100,000,000

Excess Insurers are as follows;

- Allied World
- Gemini
- Great American
- Endurance

The Commercial General Liability and Excess coverage shall include all major coverage categories including bodily injury, property damage, and products and completed operations coverage maintained for 10 years following completion of contract. The CGL insurance will also include the following: (1) separation of insureds; (2) incidental medical malpractice; (3) per-project aggregates equal to 2.5 times the General Aggregate and 2.0 times the Products and Completed Operations Aggregate; (4) amendments to exclusion j., k., l.; (5) Primary and Noncontributory; (6) Coverage for call back work.

Contractors Pollution Liability (CPL)

Per Occurrence Limit	\$50,000,000
Aggregate Limit for all Pollution Conditions	\$50,000,000

Insurers are as follows;

- Illinois Union Insurance
- Tokyo Fire and Marine

The Contractors Pollution Policy covers Bodily Injury and Property Damage arising from a Pollution Condition. Pollution Condition means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant, including soil, sedimentation, silt, smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater. For the purpose of this definition, waste materials includes, but is not limited to, "low-level radioactive waste", "mixed waste" and medical, infectious or pathological wastes.

In the event the Contactor is deemed by Owner to be responsible for a claim covered by the OCIP, the Contractor will pay up to \$5,000 per occurrence on the CGL/Excess and \$10,000 on the CPL. This is not a deductible. This is a contractual indemnity obligation of the Contractor.

- c. Contractor agrees to furnish appropriate information, as detailed by the OCIP Administrator, about all subcontractors that will perform work on the project on behalf of the Contractor. Contractor shall incorporate these terms into all construction subcontracts and assure each Subcontractor's compliance with the requirements of the OCIP, and/or in the Contract Documents for the term of each subcontract. All eligible Subcontractors shall be enrolled in the OCIP Wrap Program.
- d. Contractor agrees to follow and complete all enrollment procedures and insurance cost reporting procedures. Contractor shall exclude from bids the full cost of Contractor's own CGL insurance. The OCIP Administrator shall review all insurance bid deduct information, and identify Contractor's minimum reduction in insurance costs ("Insurance Credit") due to eligibility for the OCIP Coverages. Subsequent change order proposals shall be submitted exclusive of all CGL insurance costs, and Contractor shall identify an additional Insurance Credit following the same procedure identified above. At the end of the work and if Contractor's Insurance Credit was calculated based on Contractor's initially reported payroll, Owner reserves the right to audit Contractor's actual payroll and a final adjusted Insurance Credit may be calculated by the OCIP Administrator.
- e. Contractor acknowledges receipt of OCIP Contractor Guidebook/Manual, included as an attachment to the Contract, and agrees to perform provisions set forth.
- f. Contractors agree to waive their rights to subrogation on behalf of their insurers. This includes, but is not limited to builders' risk and workers' compensation insurance. Contractors shall waive all rights against each other for damages that are otherwise covered under the applicable insurance.
- g. Contractor's indemnity obligations shall apply in the event that the OCIP does not in fact fully protect, defend and indemnify Owner, Contractor and other indemnified parties. Contractor's indemnity obligations are excess to the OCIP coverage and shall not take effect until and unless the insurance provided under the OCIP is exhausted, inapplicable to the particular claims or otherwise unavailable. In the event that the OCIP is exhausted, inapplicable or unavailable, Contractor's indemnity obligations shall immediately be triggered. Contractor's obligations to defend and indemnify Owner, and other indemnified parties shall exist whether or not there is available insurance coverage.

2. CONTRACTOR’S INSURANCE REQUIREMENTS OUTSIDE OF THE OCIP PROGRAM

Contractor agrees to have all required coverage that Contractor must have by law. In addition, the following coverages will be in place for protection if you are not enrolled in the OCIP program or whenever working off the project site.

- a. **Required Coverage.** Without waiver of any other requirement of the Contract Documents, the Contractor will provide, pay for, and maintain in full force and effect at all times during the performance of the Work until final acceptance of the Work or for such further duration as required, the following policies of insurance issued by a responsible carrier. All of the Contractor's insurance carriers shall be rated A VII or better by A.M. Best's rating service, unless otherwise approved by the Owner.
 - 1. Workers' Compensation. Workers' compensation coverage sufficient to meet statutory liability limits.
 - 2. Employer's Liability. The Contractor shall purchase and maintain employer's liability insurance in addition to its workers' compensation coverage with at least the minimum limits in section **b.** below.
 - 3. Commercial General Liability. The Contractor shall purchase and maintain commercial general liability ("CGL") insurance for off-site exposures on an occurrence basis, written on ISO Form CG 00 01 (12/04 or later) or an equivalent form approved in advance by the Owner. CGL coverage shall include all major coverage categories including bodily injury, property damage and products/completed operations coverage. The CGL insurance will also include the following: (1) separation of insureds; (2) incidental medical malpractice; and (3) per-project aggregate for premises operations.
 - 4. Professional Liability/Errors and Omissions. To the extent that the Contractor accepts design or design/build responsibilities, the Contractor shall purchase and maintain professional liability/errors and omissions insurance or cause those Subcontractors providing design services do so.
 - 5. Automobile Liability. The Contractor shall purchase and maintain automobile liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by the Owner. The automobile liability insurance shall include pollution liability coverage resulting from vehicle overturn and collision.
- b. **Limits.** The insurance required by this exhibit shall be written for at least the limits of liability specified in this Section or required by law, whichever is greater.

Workers' Compensation.	Statutory Limits
Employer's Liability.	
Each Accident:	\$1,000,000
Each Bodily Injury Disease:	\$1,000,000
Aggregate Bodily Injury Disease:	\$1,000,000
Commercial General Liability.	
Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Fire Damage Limit:	\$ 100,000
Medical Expense Limit:	\$ 5,000
Automobile Liability.	
Combined Single Limit:	\$1,000,000
Professional Liability/Errors & Omissions.	
Single Limit:	\$1,000,000
Aggregate:	\$1,000,000

- c. **Additional Insureds.** The Contractor's third-party liability insurance policies shall include the Owner and its officers, employees, agents, volunteers, partners, successors, and assigns as additional insureds. The policy endorsement must extend premises operations and products/completed operations to the additional insureds. The additional insured endorsement for the CGL insurance must be written on ISO Form CG 20 10 (11/85), a CG 20 37 (07/04) together with CG 20 33 (07/04), or the equivalent; but shall not use the following forms: CG 20 10 (10/93) or CG 20 10 (03/94).
- d. **Joint Venture.** If the Contractor is a joint venture, the joint venture shall be a named insured for the liability insurance policies.
- e. **Primary Coverage.** The Contractor's insurance shall be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the Owner or the Architect including any property damage coverage carried by the Owner. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought. The Contractor's insurance shall not include any cross-suit exclusion or preclude an additional insured party from asserting a claim as a third party.
- f. **Contractor's Failure to Maintain Insurance.** If the Contractor for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of the Contract and the Owner, at its sole discretion, may suspend or terminate the Contract pursuant to Section 108.11 of the General Conditions. The Owner may, but has no obligation to, purchase such required insurance, and without further notice to the Contractor, the Owner may deduct from the Contract Sum any premium costs advanced by the Owner for such insurance. Failure to maintain the insurance coverage required by this exhibit shall not waive the Contractor's obligations to the Owner.
- g. **Certificates of Insurance.** The Contractor shall supply to the OCIP Administrator and/or Owner Certificates of Insurance (COI) for the insurance policies described in this exhibit prior to the commencement of the Work and before bringing any equipment or construction personnel onto the Project site.
 - 1. Additional Certificates. To the extent that the Contractor's insurance coverage's are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.
 - 2. Prohibition Until Certificates Received. The Owner shall have the right, but not the obligation, to prohibit the Contractor and its Subcontractors from entering the Project site until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this exhibit) are received and approved by the OCIP Administrator and or Owner.
 - 3. Deductibles/Self-Insured Retentions. Payment of deductibles or self-insured retentions is a Cost of the Work within the Guaranteed Maximum Price and does not justify a Change Order. Satisfaction of all self-insured retentions or deductibles will be the sole responsibility of the Contractor.
- h. **Subcontractors Insurance.** The Contractor shall cause each Subcontractor to purchase and maintain in full force and effect policies of insurance as specified in this exhibit, except for coverage limits, which will be agreed upon between the Owner and the Contractor. The Contractor will be responsible for the Subcontractors' coverage if the Subcontractors fail to purchase and maintain the required insurance. When requested by the Owner, the Contractor will furnish copies of certificates of insurance establishing coverage for each Subcontractor.
- i. **Limitations on Coverage.**
 - 1. No insurance provided by the Contractor under this exhibit will be required to indemnify the Owner, the Architect, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own negligence, but will require indemnity to the extent of the fault of the Contractor or its agents, representatives, or Subcontractors.

2. The obligations of the Contractor under this exhibit shall not extend to the liability of the Architect or its consultants for (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving or failure to give directions or instructions, to the extent that the directions, or failure to provide directions, are the cause of the injury or damage.
3. By requiring insurance, the Owner does not represent that coverage and limits will necessarily be adequate to protect the Contractor. Insurance in effect or procured by the Contractor will not reduce or limit the Contractor's contractual obligations to indemnify and defend the Owner for claims or suits that result from or are connected with the performance of the Contract.

3. PROPERTY INSURANCE:

- a. **Builder's Risk.** As applicable to the project, Owner shall provide builder's risk insurance for the Project covering physical loss or damage to the Work in the amount of the total Project sum. Such insurance shall cover the work, false work, temporary structures, all supplies and materials furnished in connection therewith and destined to become a part of the Work, and shall include some limited amount of off-site storage and transit coverage.

If such builder's risk insurance has a deductible, the Contractor shall be responsible for the first \$10,000 under the deductible. The remainder of such deductible, if any, shall be the responsibility of the first named insured on the policy.

Should Owner decide not to provide builder's risk insurance, Owner shall immediately notify Contractor of such decision and allow Contractor to procure builder's risk insurance. The Owner shall also allow Contractor to submit a Change Order to Owner for the reimbursement of the cost of builder's risk insurance as procured by the Contractor.

Any claim against the builders risk insurance policy must be made in accordance with, and is subject to, Section 14 of the Construction Contract General Conditions ("Claims and Disputes").

- b. **Contractor's Responsibility.** Contractor must provide insurance for its own machinery, tools, equipment, or supplies that are not to become a part of the Project.

Exhibit 9- 5.6
BIM Execution Plan
Place Holder

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



OREGON BUREAU OF LABOR AND INDUSTRIES

Val Hoyle
Commissioner
Bureau of Labor and Industries

Effective: July 1, 2019



VAL HOYLE
COMMISSIONER

DUKE SHEPARD
DEPUTY COMMISSIONER

BUREAU OF LABOR AND INDUSTRIES

July 1, 2019

In January and July of each year, the Bureau of Labor and Industries publishes the prevailing wage rates that are required to be paid to workers on non-residential public works projects in the state of Oregon. Quarterly updates are published in April and October.

A separate publication, entitled "[Definitions of Covered Occupations for Public Works Contracts in Oregon](#)," provides occupational definitions used to classify the duties performed on public works projects.

These publications are available electronically on the bureau's website at www.oregon.gov/boli. In order to contain costs and preserve limited budget resources, BOLI is no longer automatically mailing copies of these publications to contracting agencies, contractors, and other interested parties. Those on the agency's mailing list will receive an email notification whenever the publications are amended in the future. One complimentary hard copy of each PWR publication is available upon request by emailing BOLI at pwremail@boli.state.or.us or calling 971-673-0838. Additional copies are available at cost, plus postage.

Also available on the bureau's website is a link to the federal Davis-Bacon rates. This link is posted in order to assist contractors and public agencies in determining which rates to pay on projects in Oregon subject to BOTH the state PWR and federal Davis-Bacon Act. The higher of the wage rates must be paid on such projects.

Unless specifically exempted by state law, prevailing wage rates are the minimum wages that must be paid to all workers employed on all public works. These rates are determined using data collected from a statewide construction industry wage survey of occupations and crafts performing commercial building and heavy and highway construction in 14 geographic regions of the state.

ORS 279C.830 requires that the applicable wage rates be incorporated into all bid specifications for public works contracts subject to the PWR law. A statement incorporating the applicable prevailing wage rate publication and any amendments thereto or Davis-Bacon wage rate determination into the specifications *by reference* will satisfy these requirements. Such reference must include the title of the applicable wage rates publication or determination and the date of the publication or determination as well as the date of any applicable amendments. A provision that prevailing wage rates must be paid must also appear in the contract.

Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project. There are some exceptions to this rule. For example, if during the bidding process, the prevailing wage rates change, the public agency has the option of amending the bid specifications to reflect such changes. If a Construction Manager/General Contractor (CM/GC) is used on the project, the rates in effect at the time the CM/GC contract becomes a public works contract are the applicable rates to be used for the duration of the project. (See OAR 839-025-0020 for more information.) Note that the applicable rates for purposes of compliance with the federal Davis-Bacon Act may be different than the applicable rates for purposes of compliance with Oregon's prevailing wage rate laws. The effective federal rates will be those as determined under 29 CFR 1.6.

If you have any questions regarding application of the state PWR law or the applicable rates to be paid on any project, contact the bureau's Prevailing Wage Coordinator in Portland at (971) 673-0839.

Val Hoyle
Commissioner
Bureau of Labor and Industries

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BOLI forms necessary to comply with ORS 279C.800 through ORS 279C.870 may be found in the back of this booklet. Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevailing wage rate projects.

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

Pursuant to ORS 279C.800 to ORS 279C.870, the prevailing wage rates contained in this booklet have been adopted for use on public works contracts in Oregon. Additional copies of this booklet are available at cost, plus postage.

HOW TO LOOK UP A RATE

1. When was the project first advertised for bid?

For purposes of compliance with Oregon's prevailing wage rate laws, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project. (See OAR 839-025-0020(6) for information about projects using a CM/GC.)

2. What type of work is being performed by the employee?

Using the booklet, [Definitions of Covered Occupations](#) find the definition that most closely matches the actual work being performed by the worker. If you have any questions about work classifications, contact BOLI at the number below.

3. Where is the work being performed – what region?

Find the occupation in the correct region pages associated with the county where the project construction is taking place.

4. Is there a rate listed next to the classification?

If so, use it. The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate; it is the combination of these two amounts that must be paid to the worker.

5. If the book directs you to "See Appendix," go to the back of the book and use the rate listed in the Appendix pages. It may include a group number, shift differential, hazard pay and/or zone pay which are added to the hourly base rate.

6. Apprentices must be paid the full fringe rate in those regions where the appendix rate does not apply. However, if the book directs you to "See Appendix," and the worker is registered in a bona fide apprenticeship program, you may contact BOLI at (971) 673-0839 for the applicable hourly fringe rate.

7. If you still don't know CALL BOLI at (971) 673-0839.

A short video is also available at www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

For specific information or questions regarding the prevailing wage law, you may obtain a "Prevailing Wage Rate Laws" handbook by contacting the nearest Oregon Bureau of Labor and Industries office listed below. An order form is in the back of this booklet.

BOLI Office Locations

Eugene	1400 Executive Parkway, Suite 200 Eugene, OR 97401	(541) 686-7623
Portland	800 NE Oregon St., #1045 Portland, OR 97232	(971) 673-0761
Salem	3865 Wolverine St. NE, Bldg. E-1 Salem, OR 97305	(503) 378-3292

PUBLIC WORKS BONDS

EVERY CONTRACTOR AND SUBCONTRACTOR who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a **\$30,000** "**PUBLIC WORKS BOND**" with the Construction Contractor's Board (CCB). (ORS 279C.836) This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

- This bond is to be **USED EXCLUSIVELY FOR UNPAID WAGES** determined to be due by the Bureau of Labor and Industries (BOLI).
- The bond **MUST** be filed **BEFORE STARTING WORK** on a prevailing wage rate project.
- The bond is in effect **CONTINUOUSLY** (do not have to have one per project).
- **BEFORE PERMITTING A SUBCONTRACTOR TO START WORK** on a public works project, **CONTRACTORS MUST VERIFY** their subcontractors have either filed the bond, or have elected not to file a public works bond due to a bona fide exemption.
- A public works bond is in addition to any other required bond the contractor or subcontractor is required to obtain.

Exemptions:

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

ORS 279C.830(2) requires:

That the **specifications** for every contract for public works shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.

Every contract awarded by a contracting agency shall contain a provision requiring the contractor:

- To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt;
- To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the CCB before starting work on the project unless otherwise exempt.

Every subcontract that a contractor or subcontractor awards in connection with a public works contract must require any subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the public works project, unless otherwise exempt.

PWR SURVEY WAGE RATE APPEAL PROCESS

- 1) Anyone wishing to challenge or appeal a survey rate determination should submit their request in writing to the commissioner.
- 2) The appeal should include:
 - a) a complete description of the “problem,” including the affected trade(s), and documentation or evidence (if available) supporting why the rate determination is incorrect
 - b) recommendations for how the rate could be more accurately determined.
- 3) The written appeal will be reviewed by the Wage and Hour Division which will recommend to the commissioner a course of action and proposed time frame for addressing the issue (such as a recommendation that further information be obtained, an investigation or study of the matter be conducted, a rate amendment or correction be issued, the next survey be modified, etc.).
- 4) The commissioner will review the division’s recommendation and either approve, disapprove or modify the recommendation. (The PWR Advisory Committee may be consulted in some matters as deemed appropriate by the commissioner.)
- 5) The requesting party will be notified of the commissioner’s decision.

PWR REQUIRED POSTINGS

ALL CONTRACTORS AND SUBCONTRACTORS

PREVAILING WAGE RATES

Each and every contractor and subcontractor engaged in work on a public works must post the applicable prevailing wage rates for that project in a conspicuous place at the work site so workers have ready access to the information. ORS 279C.840(4); OAR 839-025-0033(1).

DETAILS OF FRINGE BENEFIT PROGRAMS

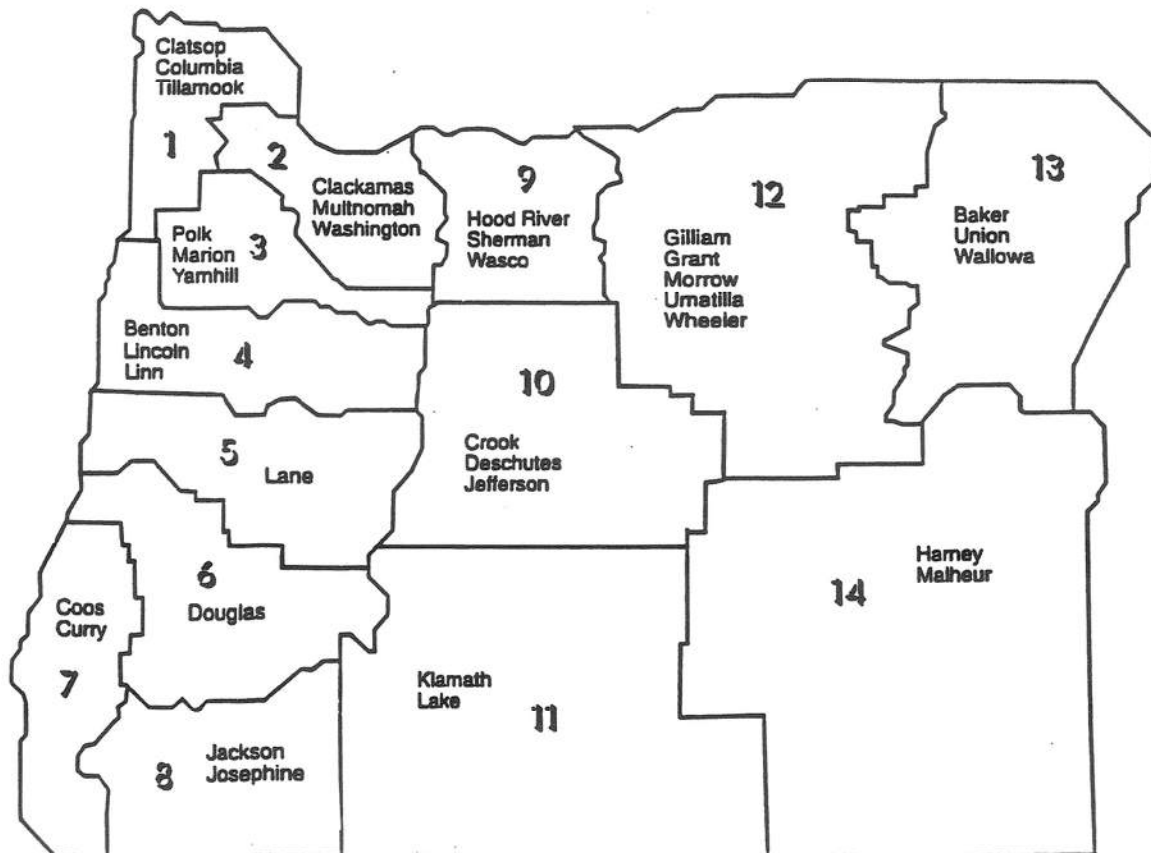
When a contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for the contractor or subcontractor's employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the work site. The posting must include a description of the plan or plans, information about how and where claims can be made and where to obtain more information. The notice must be posted in a conspicuous place at the work site in the same location as the prevailing wage rates (see above). ORS 279C.840(5); OAR 839-025-0033(2)

WORK SCHEDULE

Contractors and subcontractors must give workers the regular work schedule (days of the week and number of hours per day) in writing, before beginning work on the project. Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule in a location frequented by employees, along with the prevailing wage rate information and any fringe benefit information. If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements. ORS 279C.540(2); OAR 839-025-0034.

PREVAILING WAGE RATES OCCUPATIONS BY REGIONS

PREVAILING WAGE RATE REGIONS



REGION #1
Clatsop, Columbia and Tillamook Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$36.07	\$15.26
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	\$32.24	\$13.19
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	See Appendix	See Appendix
Piledriver	\$35.95	\$15.48
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION # 1
 Clatsop, Columbia and Tillamook Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #2
Clackamas, Multnomah and Washington Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$37.31	\$22.73
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge & Highway Carpenter (See Carpenter Group 5)	\$36.07	\$15.26
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #2
 Clackamas, Multnomah, and Washington Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #3
Marion, Polk and Yamhill Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$37.31	\$22.73
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #3
 Marion, Polk and Yamhill Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #4

Benton, Lincoln and Linn Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Labor Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	\$45.93	\$16.25
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver	\$35.95	\$15.48
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #4

Benton, Lincoln and Linn Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$36.07	\$16.41
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #5
Lane County

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Rofer	\$26.19	\$11.19
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$36.07	\$16.41
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #6
Douglas County

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$35.03	\$17.37
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	\$32.24	\$13.19
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Material Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	\$33.00	\$19.35
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$26.56	\$11.43
Laborer Group 3	\$22.22	\$12.73
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	\$45.93	\$16.25
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	\$43.17	\$24.74
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #6
Douglas County

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$36.07	\$16.41
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$28.57	\$12.55
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #7
Coos and Curry Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$37.31	\$22.73
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$36.07	\$15.26
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$26.56	\$11.43
Laborer Group 3	\$22.22	\$12.73
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	\$45.93	\$16.25
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #7
 Coos and Curry Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	\$22.99	\$14.00
Truck Driver – All Groups	\$22.25	\$6.74

REGION #8
 Jackson and Josephine Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$35.03	\$17.37
Bridge and Highway Carpenter	\$36.07	\$15.26
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$34.31	\$15.27
Drywall Taper	\$32.24	\$13.19
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$26.56	\$11.43
Laborer Group 3	\$22.22	\$12.73
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #8
 Jackson and Josephine Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$28.57	\$12.55
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	\$22.99	\$14.00
Truck Driver – All Groups	\$22.25	\$6.74

REGION #9
Hood River, Sherman and Wasco Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$37.31	\$22.73
Bricklayer/Stonemason	\$35.03	\$17.37
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$34.31	\$15.27
Drywall Taper	\$32.24	\$13.19
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 5)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #9
Hood River, Sherman and Wasco Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$36.07	\$16.41
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #10
 Crook, Deschutes and Jefferson Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$37.31	\$22.73
Bricklayer/Stonemason	\$35.03	\$17.37
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$34.31	\$15.27
Drywall Taper	\$32.24	\$13.19
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	\$35.65	\$17.38
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$26.56	\$11.43
Laborer Group 3	\$22.22	\$12.73
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #10
 Crook, Deschutes and Jefferson Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #11
Klamath and Lake Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$35.03	\$17.37
Bridge and Highway Carpenter	\$36.07	\$15.26
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$34.31	\$15.27
Drywall Taper	\$32.24	\$13.19
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructors (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$35.65	\$17.38
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver	\$35.95	\$15.48
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	\$43.17	\$24.74
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #11
 Klamath and Lake Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$36.07	\$16.41
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$28.57	\$12.55
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	\$22.99	\$14.00
Truck Driver – All Groups	\$22.25	\$6.74

REGION #12
 Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	\$32.24	\$13.19
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$35.65	\$17.38
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #12
 Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #13
 Baker, Union and Wallowa Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$37.31	\$22.73
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$34.31	\$15.27
Drywall Taper	\$32.24	\$13.19
Electrician	\$40.94	\$17.99
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$26.56	\$11.43
Laborer Group 3	\$22.22	\$12.73
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	\$45.93	\$16.25
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	\$38.50	\$14.27
Power Equipment Operator Group 1A	\$42.96	\$14.67
Power Equipment Operator Group 1B	\$47.13	\$14.21
Power Equipment Operator Group 2	\$33.07	\$12.72
Power Equipment Operator Group 3	\$31.79	\$11.18
Power Equipment Operator Group 4	\$31.82	\$10.98
Power Equipment Operator Group 5	\$30.93	\$10.49
Power Equipment Operator Group 6	\$27.70	\$11.98

REGION #13
 Baker, Union and Wallowa Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$36.07	\$16.41
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$28.57	\$12.55
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

REGION #14
Harney and Malheur Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$35.03	\$17.37
Bridge and Highway Carpenter	\$36.07	\$15.26
Carpenter Group 1 & 2	\$31.51	\$12.63
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$34.31	\$15.27
Drywall Taper	\$32.24	\$13.19
Electrician	\$40.94	\$17.99
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$25.07	\$10.33
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	\$35.65	\$17.38
Hazardous Materials Handler/Mechanic	\$19.71	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.35
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$26.56	\$11.43
Laborer Group 3	\$22.22	\$12.73
Landscape Laborer/Technician	\$18.54	\$4.82
Limited Energy Electrician	\$30.78	\$10.06
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.89	\$7.69
Piledriver	\$35.95	\$15.48
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	\$43.17	\$24.74
Power Equipment Operator Group 1	\$38.50	\$14.27
Power Equipment Operator Group 1A	\$42.96	\$14.67
Power Equipment Operator Group 1B	\$47.13	\$14.21
Power Equipment Operator Group 2	\$33.07	\$12.72
Power Equipment Operator Group 3	\$31.79	\$11.18
Power Equipment Operator Group 4	\$31.82	\$10.98
Power Equipment Operator Group 5	\$30.93	\$10.49
Power Equipment Operator Group 6	\$27.70	\$11.98

REGION #14
 Harney and Malheur Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.19	\$11.19
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$28.57	\$12.55
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$29.90	\$17.67
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

APPENDIX

JULY 1, 2019

Collectively Bargained Rates

(To be used only when referred to in the Regions pages 6-33)

JULY 1, 2019 APPENDIX

*The Appendix rates are Collectively Bargained Rates to be used **ONLY** for Regions/Trades specified in pages 6 through 33. Refer to pages 6 through 33 **BEFORE** using rates in this section.*

Rates in this section may include premium pay such as shift differential, hazard pay and/or a zone pay differential which is added to the hourly base rate.

Using the booklet, [Definitions of Covered Occupations](#), find the definition and group number, if applicable, that most closely matches the actual work being performed by the worker.

Asbestos Worker/Insulator	38
Boilermaker	38
Bricklayer/Stonemason	38
Bridge and Highway Carpenter (See Carpenter Group 5)	38
Carpenter	38
Cement Mason	39
Diver	39
Diver Tender	39
Dredger	40
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	40
Drywall Taper (See Painter & Drywall Taper)	45
Electrician	41
Elevator Constructor, Installer and Mechanic	43
Glazier	43
Hazardous Materials Handler	43
Highway/Parking Striper	43
Ironworker	43
Laborer	43
Limited Energy Electrician	44
Line Constructor	45
Marble Setter	45
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	38
Painter	45
Piledriver (See Carpenter Group 6)	38
Plasterer and Stucco Mason	45
Plumber/Pipefitter/Steamfitter	46
Power Equipment Operator	46
Roofer	48
Sheet Metal Worker	48
Soft Floor Layer	49
Sprinkler Fitter	49
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	49
Tender to Plasterer and Stucco Mason	49
Testing and Balancing (TAB) Technician	50
Tilesetter/Terrazzo Worker: Hard Tilesetter	50
Tile, Terrazzo, and Marble Finisher	50
Truck Driver	50
MAP: Power Equipment Operator, Zone 1	51

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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CARPENTER (continued)

Welders receive \$1.75/hour above their group's rate with an eight (8) hour minimum.

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

When working in sheet pile coffer dams or cells up to the external water level, Group 6 workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

CEMENT MASON

(This trade is tended by "Concrete Laborer")

Base Rate

Group 1	32.10	20.17
Group 2	32.80	20.17
Group 3	32.80	20.17
Group 4	33.50	20.17

Zone Differential for Cement Mason
(Add to Basic Hourly Rate)

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

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

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

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

Reference Cities for Zones A-C (Cement Mason)

Bend	Eugene	Portland	The Dalles
Corvallis	Medford	Salem	Vancouver

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

"Contractor's place of business" shall include not only contractor's principal place of business but also contractor's area office(s) that support contractor's operations in a geographical region. Such area office(s) shall not include project offices(s) established for the duration of a particular project.

CEMENT MASON (continued)

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

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	87.73	16.83
DIVER TENDER	43.73	16.83

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

Zone Differential for Diver/Diver Tender
(Add to Zone 1 Base Rate)

Zone 2	.85 per hour
Zone 3	1.25 per hour
Zone 4	1.70 per hour
Zone 5	2.00 per hour
Zone 6	3.00 per hour
Zone 7	5.00 per hour

Zone 1: Projects located within 30 miles of city hall of the reference cities listed.

Zone 2: More than 30 miles, but less than 40 miles.

Zone 3: More than 40 miles, but less than 50 miles.

Zone 4: More than 50 miles, but less than 60 miles.

Zone 5: More than 60 miles, but less than 70 miles.

Zone 6: More than 70 miles, but less than 100 miles.

Zone 7: More than 100 miles from the city hall of employee's home local.

Reference Cities for Diver/Diver Tender

Astoria	Klamath Falls	Newport	Roseburg
Bend	Longview	North Bend	Salem
Eugene	Medford	Portland	The Dalles

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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DIVER & DIVER TENDER (continued)

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

Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the Diver.

Basic Hourly Rate	+	Hourly Depth Pay	+	Hourly Enclosure Pay	=	Diver Total Hourly Pay Rate
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Diver Depth Pay:

<u>Depth of Dive</u>	<u>Hourly Depth Pay</u>
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50-100 ft.	\$2.00 per foot over 50 feet
101-150 ft.	\$3.00 per foot over 100 feet
151-220 ft.	\$4.00 per foot over 150 feet
Over 220 ft.	\$5.00 per foot over 220 ft.

Depth shall be figured from the surface to the actual depth where the diving work is being performed.

Diver Enclosure Pay (working without vertical escape):

Distance Traveled

<u>In the Enclosure</u>	<u>Hourly Enclosure Pay</u>
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0 - 25ft.	N/C
25 - 300 ft.	\$1.00 per foot from the entrance
300 - 600 ft.	\$1.50 per foot beginning at 300 ft.
Over 600 ft.	\$2.00 per foot beginning at 600 ft.

DREDGER

Zone A (Base Rate)

Leverman (Hydraulic & Clamshell)	45.96	14.35
Assistant Engineer (Watch Engineer, Mechanic Machinist)	42.80	14.35
Tenderman (Boatman Attending Dredge Plant) Fireman	41.31	14.35
Fill Equipment Operator	40.14	14.35
Assistant Mate	37.44	14.35

Zone Differential for Dredgers
(Add to Zone A Base Rate)

Zone B	3.00 per hour
Zone C	6.00 per hour

Zone mileage based on road miles:

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

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	37.93	16.54
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	37.93	16.54

See Zone Differential on page 41

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER (continued)

Zone Differential for Drywall, Lather, Acoustical Carpenter & Ceiling Installer
(Add to Zone 1 Base Rate)

Zone mileage based on road miles:

Zone B	31-40 miles	1.25 per hour
Zone C	41-50 miles	1.70 per hour
Zone D	51-60 miles	2.00 per hour
Zone E	61-70 miles	3.00 per hour
Zone F	71-100 miles	5.00 per hour
Zone G	101 or more	10.00 per hour

The correct transportation allowance shall be based on road mileage from the City Hall of the local union having jurisdiction of the job or other transportation reference cities herein listed.

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

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

ELECTRICIAN

Area 1

Electrician	31.65	15.16
Cable Splicer	34.82	15.34

Reference Counties Area 1

Malheur

Area 2

Electrician	46.05	21.06
Cable Splicer	48.35	21.13

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

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

ELECTRICIAN (continued)

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

Area 3

Electrician	40.00	19.55
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Reference Counties Area 3

Coos Curry	Douglas (a) Lane (a)	Lincoln
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(a) Those portions of Lane and Douglas lying **west** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

Shift Differential

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

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

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

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ELECTRICIAN (continued)

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

Area 4

Electrician	43.55	19.25
Cable Splicer	47.91	19.38
Lighting Maintenance/ Material Handlers	19.57	9.84

Reference Counties Area 4

Benton	Jefferson	Marion
Crook	Lane (b)	Polk
Deschutes	Linn	Yamhill (c)

(b) That portion of Lane County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

(c) South half

Shift Differential

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

Area 5

Electrician	44.85	24.87
Electrical Welder	49.34	25.00
Material Handler/ Lighting Maintenance	25.56	16.44

Reference Counties Area 5

Clackamas	Hood River	Tillamook	Yamhill (d)
Clatsop	Multnomah	Wasco	
Columbia	Sherman	Washington	

(d) North Half

ELECTRICIAN (continued)

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17.3% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

Zone Pay for Area 5 **Electrician and Electrical Welder**

(Add to Basic Hourly Rate)

Zone mileage based on air miles:

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

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

Astoria	Seaside	Tillamook
Hood River	The Dalles	

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

Area 6

Electrician	35.19	16.80
Lighting Maintenance and Material Handlers	16.97	9.76

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) That portion of Douglas County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

See Shift Differential on page 43

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ELECTRICIAN (continued)

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

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance of 50 to 90 feet from the ground or supporting structures shall be paid 1-1/2 times the base rate of pay.

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1

Mechanic	54.09	39.72
	<u>Reference Counties Area 1</u>	
Baker	Umatilla	Union Wallowa

Area 2

Mechanic	54.32	39.74
	<u>Reference Counties Area 2</u>	
	All remaining Counties	

<u>GLAZIER</u>	39.15	22.62
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(Add \$1.00 to base rate if safety belt is required by State safety regulations)

(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)

HAZARDOUS MATERIALS HANDLER

25.03	12.68
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HIGHWAY/PARKING STRIPER

35.22	12.90
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Shift Differential

(Add \$1.85 to base rate for shifts that start between 3:00pm and 4:00am)

IRONWORKER

<u>Zone 1 (Base Rate):</u>	37.00	25.87
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Zone Differential for Ironworker
(Add to Basic Hourly Rate)

Zone 2	5.00/hr. or \$40.00 maximum per day
Zone 3	8.13/hr. or \$65.00 maximum per day
Zone 4	10.63/hr. or \$85.00 maximum per day

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

Zone 2: More than 45 miles, but less than 60 miles.

Zone 3: More than 60 miles, but less than 100 miles.

Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using AAA road mileage computed from the city hall or dispatch center of the reference cities listed below or the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Medford	Portland
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LABORER

Zone A (Base Rate):

Group 1	30.82	14.57
Group 2	31.97	14.57
Group 3	26.72	14.57

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

See Zone Differential on page 44

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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LINE CONSTRUCTOR

Area 1

Group 1	59.09	20.50
Group 2	52.76	20.22
Group 3	30.05	12.94
Group 4	45.37	16.69
Group 5	39.57	14.98
Group 6	33.24	14.70
Group 7	18.14	10.44

Reference Counties Area 1

All counties except Malheur County

Area 2

Cable Splicer	53.11	16.83
Journeyman Lineman	48.09	16.33
Line Equip. Operator	39.99	15.45
Groundman	28.39	13.07

Reference County Area 2

Malheur County

MARBLE SETTER **41.00** **20.32**

(This trade is tended by "Tile, Terrazzo, & Marble Finishers")

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	23.94	13.04
INDUSTRIAL PAINTING	25.14	13.04
BRIDGE PAINTING	29.96	13.04

(Add \$0.75 to base rate for work over 60 ft. high on swing stage, mechanical climber, spider or bucket truck for all wage classifications)

(Add \$0.60 to base rate for sandblasting, spray painting and working in confined spaces)

DRYWALL TAPER

Zone A (Base Rate)

36.98	15.44
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PAINTER & DRYWALL TAPER (continued)

Zone Differential for Drywall Taper
(Add to Zone A Base Rate)

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

Reference Cities and Dispatch Points for Drywall Taper

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

Local #10
11105 NE Sandy Blvd.
Portland, OR 97220

Zone A: Projects located within 30 miles of the respective city hall of the reference cities and dispatch points listed.

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

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

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

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

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

Zone G: More than 100 miles.

PLASTERER AND STUCCO MASON

(This trade is tended by "Tenders to Plasterers")

Zone A (Base Rate)

Plasterer	35.79	16.58
Swinging Scaffold	36.79	16.58
Nozzleman	37.79	16.58

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

Zone B	.85 per hour
Zone C	1.25 per hour
Zone D	1.70 per hour
Zone E	2.00 per hour
Zone F	3.00 per hour
Zone G	5.00 per hour
Zone H	10.50 per hour for 8 hours

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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PLASTERER AND STUCCO MASON (continued)

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

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

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

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

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

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

Zone G: More than 100 miles, but less than 300 miles.

Zone H: More than 300 miles.

Reference Cities for Plasterer & Stucco Mason

Bend	Medford	Salem
Eugene	Portland	

PLUMBER/PIPEFITTER/STEAMFITTER

<u>Area 1</u>	31.00	15.57
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Reference Counties Area 1

Baker	Harney (a)	Malheur
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(a) Except that portion which lies North and West of a North-South line drawn from the town of John Day to a point five miles east of the town of Burns and three miles South of Burns thence on an airline through the town of Wagontire West to the county line.

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

Zone Differential for Area 1
Plumbers/Pipefitters/Steamfitters
(Add to Base Rate)

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

Zone mileage based on road miles:

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

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

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

There shall be a maximum of ten (10) hours of zone pay per workday.

PLUMBER/PIPEFITTER/STEAMFITTER (continued)

<u>Area 2</u>	50.47	32.17
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Reference Counties Area 2

Grant	Umatilla	Wallowa
Morrow	Union	

Zone Differential for Area 2
(Add to Base Rate)

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

Zone mileage based on road miles:

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

(Add \$1.00 to base rate if it is possible for worker to fall 35 ft. or more, or if required to wear a fresh-air mask or similar equipment for 1 hour minimum increments)

<u>Area 3</u>	45.95	31.50
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Reference Counties Area 3

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

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	43.15	14.60
Group 1A	45.31	14.60
Group 1B	47.47	14.60
Group 2	41.24	14.60
Group 3	40.09	14.60
Group 4	39.01	14.60
Group 5	37.77	14.60
Group 6	34.55	14.60

(Group 4 Tunnel Boring Machine Mechanic add \$10.00/hour hyperbaric pay)

See Zone Differential on page 47

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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POWER EQUIPMENT OPERATOR (continued)

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

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

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

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

Shift Differential

Two-Shift Operations:

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

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

Three-Shift Operations:

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

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

Zone 2	3.00 per hour
Zone 3	6.00 per hour

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

POWER EQUIPMENT OPERATOR (continued)

See map on page 51 for Zone 1 of this classification

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

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

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

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

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

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

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

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

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ROOFER

Area 1

Roofer	34.63	19.37
Handling coal tar pitch	38.09	19.37
Remove fiberglass insulation	38.09	19.37

Reference Counties Area 1

Baker	Gilliam	Multnomah	Washington
Clackamas	Grant	Sherman	Wheeler
Clatsop	Hood River	Tillamook	
Columbia	Jefferson	Wasco	

Area 2

Roofer	28.05	18.54
Handling coal tar pitch	30.05	18.54
Remove fiberglass insulation	29.55	18.54

Reference Counties Area 2

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

Area 4

Roofers	27.48	12.73
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Reference Counties Area 4

Umatilla	Union	Wallowa
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(Add \$2.00 to basic hourly rate for employees working with irritable bituminous materials)

(Add \$2.00 to basic hourly rate for employees removing fiberglass insulation)

Area 5

Roofers	27.43	12.78
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Reference County for Area 5

Morrow

(Add \$3.00 to base rate for employees working with irritable and pitch bituminous materials)

SHEET METAL WORKER

Area 1

40.29	21.61
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Reference Counties Area 1

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

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

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

Area 2

26.66	18.26
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Reference Counties Area 2

Baker	Malheur
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(Add \$1.75 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied)

Area 3

36.90	21.17
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Reference Counties Area 3

Morrow	Umatilla	Union	Wallowa
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(Add \$1.00 to base rate for work where it is necessary to wear a chemically activated type face mask)

Area 4

33.39	19.47
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Reference Counties Area 4

Douglas	Lane
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(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

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

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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TESTING AND BALANCING (TAB) TECHNICIAN

Air-Handling Equipment, Ductwork

See **SHEET METAL WORKER**

Water Distribution Systems

See **PLUMBER/PIPEFITTER/STEAMFITTER**

TILESETTER/TERRAZZO WORKER: Hard Tilesetter

34.25 18.87

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

(Add \$1.00 to base rate when working with a safety belt)

(Add \$1.00 to base rate if work involves epoxy, furnane, alkox or acetylene black grouting)

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER

26.10 13.76

(Add \$1.00 to base rate when working with a safety belt)

(Add \$1.00 to base rate if work involves epoxy, furnane, alkox or acetylene black grouting)

2. BRICK AND MARBLE FINISHER

26.10 13.89

(Add \$1.00 to base rate for Refractory work)

TRUCK DRIVER

Zone A (Base Rate)

Group 1	29.08	15.27
Group 2	29.20	15.27
Group 3	29.34	15.27
Group 4	29.62	15.27
Group 5	29.85	15.27
Group 6	30.03	15.27
Group 7	30.24	15.27

TRUCK DRIVER (continued)

Zone differential for Truck Drivers
(Add to Zone A Base Rate)

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

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

Reference Cities

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

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

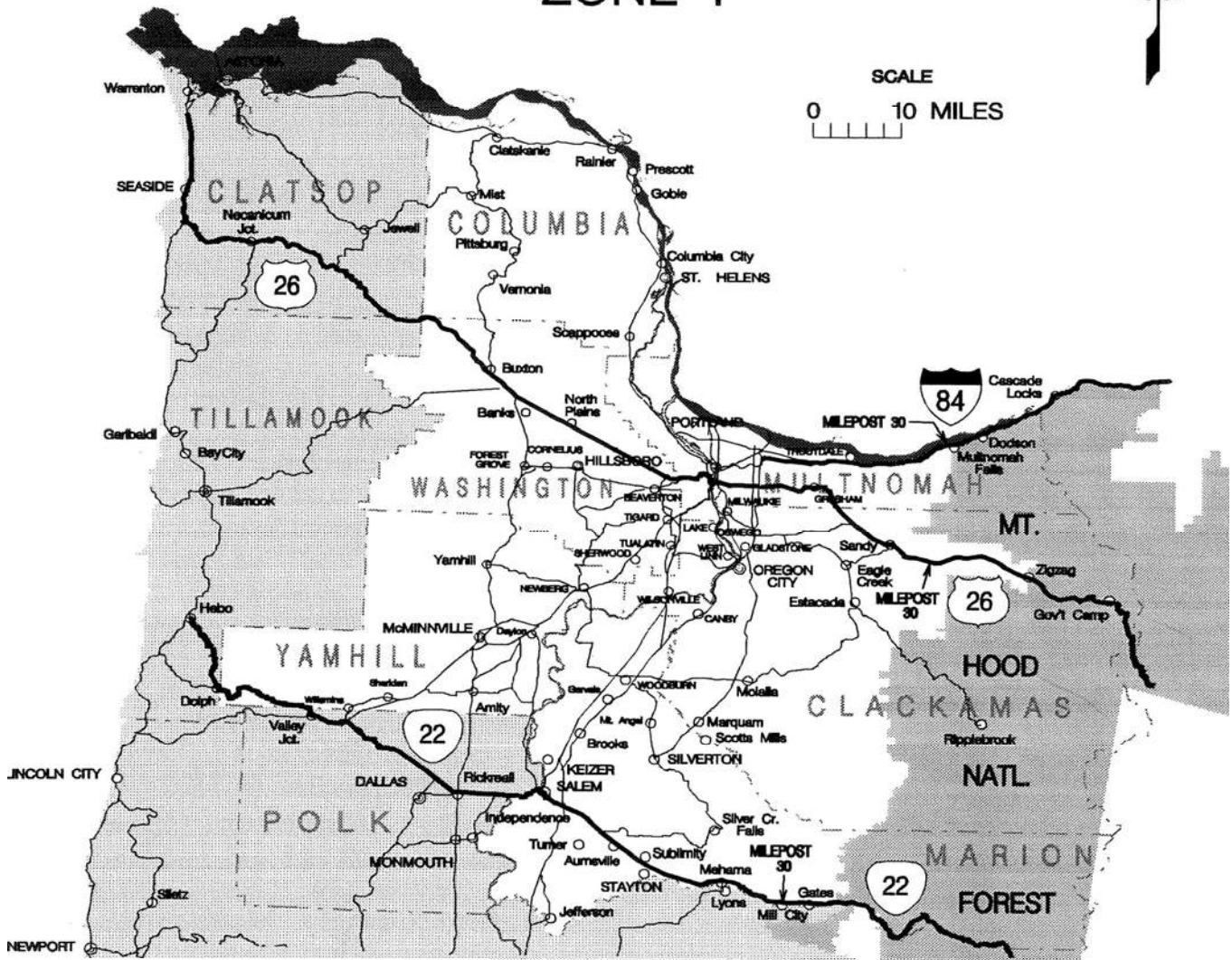
POWER EQUIPMENT OPERATOR

ZONE 1



SCALE

0 10 MILES



**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2019**

To: All Oregon Contracting Agencies

Pursuant to ORS 279C.860, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator in Portland at (971) 673-0839.

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1.	A2Z Flagging LLC 731 N Hayden Meadows Dr, #107 Portland, OR 97217	May 2, 2017	May 1, 2020
2.	Atilla, Inc. 5305 River Road N., Ste. B Keizer, OR 97303	August 3, 2018	August 2, 2021
3.	Christy C. Beaver 2570 River Road Eugene, OR 97404	November 25, 2009	November 24, 2019
4.	Beaver Flagging 2239 Dakota Street Eugene, OR 97404	November 25, 2009	November 24, 2019
5.	Kimberly Bell-Eddy 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
6.	Russ Brotnov 22905 S Stormer Rd Estacada, OR 97023	January 5, 2017	January 4, 2020
7.	Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
8.	Angela Canell 6020 NE 33 rd Circle Vancouver, WA 98661	May 2, 2017	May 1, 2020
9.	Carpentry Plus, Inc. P O Box 998 Boring, OR 97009-0998	January 5, 2017	January 4, 2020
10.	Gentry Ceniga 20949 Knott Road Bend, OR 97702	August 14, 2018	August 13, 2021
11.	Concrete Works, Inc. 2425 Fischer Rd NE Salem, OR 97305	June 15, 2017	June 14, 2020

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2019**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
12.	G & K Masonry Inc. 20949 Knott Road Bend, OR 97702	August 14, 2018	August 13, 2021
13.	GNC Construction Services, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	July 21, 2015 July 21, 2018	July 20, 2018 July 20, 2021
14.	Eugene Graeme 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
15.	Armond Harper 4071 N Mississippi Ave., Apt. A Portland, OR 97227	May 30, 2017	May 29, 2020
16.	Kim Bell Flagging, Inc. 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
17.	Mountain View Flagging, Inc. 1122 NE 122 nd Ave Portland, OR 97230	September 26, 2016	September 25, 2019
18.	Sang In Nam dba Cornerstone Janitorial Services 130 NE Danbury Ave Hillsboro, OR 97124	September 20, 2016	Not to be Removed
19.	Phoenix Construction Group, Inc. 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
20.	Portland Safety Equipment, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
21.	Bernadine Raiford 424 NE Shaver Street Portland, OR 97212	September 26, 2016	September 25, 2019
22.	R.B. Development Corporation Inc. 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
23.	SBG Construction Services LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
24.	Cassie Seeley 7991 Little Rd. SE Aumsville, OR 97325-9497	July 13, 2017	July 12, 2020

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2019**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
25.	Irma Anita Starr 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
26.	Norman James Starr 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
27.	Alan Tatom 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025
28.	Phillip Walker 580 Market Street NE Salem, OR 97301	July 10, 2015	July 9, 2025
29.	WCI Construction LLC 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
30.	WWJD Traffic Control, Inc. 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025

**VAL HOYLE, COMMISSIONER
OREGON BUREAU OF LABOR AND INDUSTRIES**

PREVAILING WAGE RATE FORMS

WH-38	Certified Payroll Form
WH-39	Public Works Fee Information Form
WH-40	Public Works Fee Adjustment Form
WH-81	Notice of Public Works
WH-118	Planned Public Improvement Summary
WH-119	Capital Improvement Cost Comparison Estimate



BUREAU OF LABOR AND INDUSTRIES, PREVAILING WAGE RATE UNIT

**INSTRUCTIONS FOR COMPLETING THE PREVAILING WAGE RATE
PAYROLL/CERTIFIED STATEMENT FORM (WH-38)**

The Payroll/Certified Statement form (WH-38) may be used by contractors for reporting their payroll as required by ORS 279C.845 on public works projects subject to the Prevailing Wage Rate (PWR) Law. Although this form has not been officially approved by the U.S. Department of Labor (US DOL), it is designed to meet the requirements of the federal Davis-Bacon Act. For projects associated with the U.S. Department of Housing and Urban Development (HUD), contact the public agency (owner) associated with the project for assistance with payroll reporting.

Contractors are not required to use the WH-38 form in reporting their payroll; however, the contractor must provide all of the information contained in the form, including the certified statement on page two. The certified statement must be signed by the contractor, certifying the accuracy of the information reported on the payroll, including representations pertaining to the provision of fringe benefits to employees by third parties, and must be submitted with each weekly payroll report. Detailed instructions concerning the preparation of the form follow:

Complete the top third of the form. Be sure to enter the date the contract was first advertised for bid. If you are not sure of this date, contact the public agency (owner) associated with the project. The "Payroll No." is a US DOL requirement and represents the number of weeks the contractor performed work on the project.

Column 1 – NAME AND ADDRESS: The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the first payroll submitted. The address need not be shown on subsequent payrolls submitted unless the address changes. The US DOL requires an employee identification number for each individual employee, on each payroll submitted. This number may be, but does not have to be, the last four digits of the employee's social security number.

Column 2 – CLASSIFICATION: For assistance in determining the correct classification, use the Bureau of Labor and Industries' (BOLI's) publication "Definitions of Covered Occupations for Public Works Contracts in Oregon." On the WH-38, list the classification that is most descriptive of the work actually performed by the employee. Give the group number for those classifications that include such information. Indicate which workers are apprentices, if any, and give their current percentage, classification, and group number when applicable. If an employee works in more than one classification, use the highest rate for all hours worked, or use separate line entries to show hours worked and hourly rates for each classification.

Column 3 – DAY AND DATE: Enter the day of the week (M, T, W, Th, F, S, and Sn) in the top row of boxes, and the corresponding date below.

HOURS WORKED EACH DAY: Enter the total number of straight time hours worked in the row marked "ST." Generally, hours worked over 8 in a day or work performed on Saturdays, Sundays, and legal holidays should be entered as overtime ("OT") hours worked. Contractors who have adopted and followed a written work schedule of four consecutive ten-hour days (Monday through Thursday or Tuesday through Friday) may enter hours worked over 10 in a day as overtime hours. For more information on overtime requirements, see the Contractor Responsibilities section of BOLI's publication, "*Prevailing Wage Rate Laws*."

Check the correct work schedule box to indicate the employee's weekly work schedule: 5/8 or 4/10. Enter the employee's regular hourly schedule for the week being reported next to the "Reg. Hrly. Schd: _____ to _____." For example: 7:00 a.m. to 4:30 p.m.

Column 4 – TOTAL HOURS: Enter separately the total number of straight time and overtime hours worked by the employee (in each classification, if applicable) on the PWR project during the week. The total number of straight time hours worked should be entered in the lower box ("ST"); the total number of overtime hours worked should be entered in the top box ("OT").

Column 5 – HOURLY BASE RATE: Enter the hourly base rate (plus zone pay, if any) and the hourly overtime rate (plus zone pay, if any) paid to the employee in the appropriate straight time and overtime boxes. (Payment of not less than one and one half times the base rate of pay, including zone pay but not including fringe benefits, is required to be paid for overtime hours pursuant to ORS 279C.540). Generally, use the appropriate prevailing wage rates in effect at the time the contract was first advertised for bid by the public agency. If this date is not known, or if the project was not advertised for bid, contact the public agency (owner) associated with the project for assistance with applicable rates.

Column 6 – HOURLY FRINGE BENEFIT AMOUNT PAID AS WAGES TO THE EMPLOYEE: Enter hourly fringe benefit amounts paid directly to the employee as wages. (For overtime hours worked, it is not necessary to pay time and one half for the fringe benefit portion of the prevailing wage rate.)

Column 7 – GROSS AMOUNT EARNED: Enter the gross amount earned for work on the PWR project during the week. If part of the employee's wages for the pay period were earned on projects other than the project described on the WH-38, or if the employee is paid less often than on a weekly basis, enter in column 7 first the gross amount earned on the PWR project for the week, then the total gross amount earned for the pay period. For example: \$567.84 / \$1,267.27.

Column 8 – ITEMIZED DEDUCTIONS, FICA, FED, STATE, ETC.: Enter deductions withheld from wages for the pay period. All deductions must be in accordance with the provisions of ORS 652.610 (and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. Stat. 967, 76 Stat. 357; 40 U.S.C 276c) on projects subject to Davis-Bacon Act). For projects subject to the Davis-Bacon Act, itemize the deductions.

Column 9 – NET WAGES PAID: Enter the total amount of net wages actually paid to the employee for the pay period. This figure can be calculated by subtracting the total deductions reported in Column 8 from the gross amount of wages for the pay period reported in the bottom portion of Column 7.

Column 10 – HOURLY FRINGE BENEFITS PAID TO BENEFITS PARTY, PLAN, FUND OR PROGRAM: Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund, or program, for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form. For information on how to calculate hourly fringe benefit credits, see Appendix A in the BOLI's publication, "Prevailing Wage Rate Laws."

Column 11 – NAME OF BENEFIT PARTY, PLAN, FUND OR PROGRAM: Enter the name of the party, plan, fund, or program that corresponds to the amount paid as an hourly fringe benefit in Column 10.

CALCULATION CHECK

In order to determine whether the wages and fringe benefits paid are sufficient to meet prevailing wage rate requirements, the following check may be performed:

1. For each classification listed in column 2, compute the sum of:
 - a) the hourly base rate of pay shown in Column 5,
 - b) the hourly fringe benefit amount paid as wages to employee shown in Column 6, and
 - c) the hourly fringe benefits paid to benefit party, plan, fund or program shown in Column 10.
2. This sum must equal or exceed the total of the hourly base rate (including zone pay) and the hourly fringe benefit rate for that classification as listed in the appropriate issue of BOLI's publication, Prevailing Wage Rates for Public Works Contracts in Oregon.

IF YOU HAVE QUESTIONS REGARDING COMPLETION OF THIS FORM, CONTACT THE PREVAILING WAGE RATE UNIT OF THE BUREAU OF LABOR AND INDUSTRIES AT (971) 673-0838.

NOTE: PAYROLL/CERTIFIED STATEMENTS ARE ONLY REQUIRED TO BE SUBMITTED TO THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT.

**CERTIFIED PAYROLL AND OTHER FORMS ARE AVAILABLE ON OUR WEBSITE:
WWW.OREGON.GOV/BOLI**

PRIME CONTRACTOR SUBCONTRACTOR PAYROLL NO. _____ FINAL PAYROLL

Business Name (DBA): _____ Phone: () _____ CCB Registration Number: _____

Project Name: _____ Project Number: _____ Type of Work: _____

Street Address: _____ Project Location: _____

Mailing Address: _____ Project County: _____

Date Pay Period Began: _____ Date Pay Period Ended: _____

THIS SECTION FOR PRIME CONTRACTORS ONLY **THIS SECTION FOR SUBCONTRACTORS ONLY**

Public Contracting Agency Name: _____ Subcontract Amount: _____
 Phone: () _____ Prime Contractor Business Name (DBA): _____
 Date Contract Specifications First Advertised for Bid: _____ Prime Contractor Phone: () _____
 Contract Amount: _____ Prime Contractor's CCB Registration Number: _____
 Date You Began Work on the Project: _____

(1)	(2)	(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
NAME, ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)	HOURS WORKED EACH DAY							TOTAL HOURS	HOURLY BASE RATE	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED (see directions)	ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM	
		OT															
		ST															
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.															
		OT															
		ST															
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.															
		OT															
		ST															
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.															
		OT															
		ST															
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.															

*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

CERTIFIED STATEMENT

In addition to completing sections (1) - (3), if your project is subject to the federal Davis-Bacon Act requirements, complete the following section as well:

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (GRAFT) _____
EXPLANATION _____

REMARKS:

NAME AND TITLE _____
SIGNATURE _____

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

(SIGNATURE AND DATE)

(NAME AND TITLE)

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE:

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for workers contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each worker conform with work performed.

described below:
amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as permissible deductions as specified in ORS 652.610, and as defined in Regulations, Part made either directly or indirectly from the full wages earned by any person, other than from the full weekly wages earned by any person, and that no deductions have been

(CONTRACTOR, SUBCONTRACTOR OR SURETY)

indirectly to or on behalf of said _____ full weekly wages earned, that no rebates have been or will be made either directly or

of _____ (MONTH) (YEAR), all persons employed on said project have been paid the

commencing on the _____ day of _____ (MONTH) (YEAR), and ending the _____ day

on the _____ (BUILDING OR WORK) _____; that during the payroll period

(CONTRACTOR, SUBCONTRACTOR OR SURETY)

(1) That I pay or supervise the payment of the persons employed by:

_____ (NAME OF SIGNATORY PARTY), _____ (TITLE)

do hereby state:

Date: _____

**FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT
NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.
INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOLI.**



CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-3601
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only: Project DB #: _____

PUBLIC WORKS FEE INFORMATION FORM

For use by public agencies that have contracted with a contractor on a public works project regulated by ORS 279C.800 to 279C.870, in compliance with ORS 279C.825. Also for use by public agencies that are a party to a public works project pursuant to ORS 279C.800(6)(a)(B), (C) (D) or (E).

PUBLIC AGENCIES: Please complete and mail this form to BOLI at the above address, along with the public works fee of one-tenth of one percent of the contract price (contract amount x .001), payable to BOLI. **The minimum fee is \$250.00; the maximum fee is \$7,500.00.** Without the following completed information, the bureau may be unable to properly credit you for payment received.

PUBLIC AGENCY: _____ AGENCY #: _____

AGENCY MAILING ADDRESS: _____

CITY, STATE, ZIP _____

AGENCY CONTACT PERSON: _____ PHONE: () _____

PROJECT MANAGER NAME: _____ PHONE: () _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT LOCATION: _____

PROJECT NO: _____ DATE CONTRACT FIRST ADVERTISED: _____

DATE CONTRACT AWARDED: _____ CONTRACTOR CCB#: _____

CONTRACTOR BUSINESS NAME (DBA): _____

CONTRACTOR ADDRESS: _____

CITY, STATE ZIP _____

CONTRACT AMOUNT: \$ _____ FEE AMOUNT DUE/PAID: \$ _____

If less than \$50K is it part of a larger project? yes no Contract amount x .001 = fee due

(Please duplicate this form for future use.)



**CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-3601
PHONE: (971) 673-0852
FAX: (971) 673-0769**

For Office Use Only:
Project DB #: _____

PUBLIC WORKS FEE ADJUSTMENT FORM

**THIS FORM TO BE USED FOR RECONCILIATION OF FEES UPON COMPLETION OF
PUBLIC WORKS PROJECTS**

(As required by ORS 279C.825 and OAR 839-025-0210)

PUBLIC AGENCIES: Complete and mail this form to BOLI at the above address after completion of the public work project and not less than 30 days after the final progress payment is made to the contractor. Public agencies are required to determine the final contract price, including all change orders or other adjustments to the original contract price, and to calculate the adjusted prevailing wage rate fee based on the revised contract price. Documentation must be included to support the final contract price. Documentation of the final contract price may consist of change orders or other contract documents substantiating the amount of the contract. The prevailing wage rate fee of one-tenth of one percent (.001) shall be applied to the final contract price, with credit taken for fees already submitted. The public agency must submit any additional fee payable to BOLI, or submit any request for refund, with this adjustment form. **THE MINIMUM FEE IS \$250.00; THE MAXIMUM FEE IS \$7,500.00. NO ADDITIONAL FEE IS REQUIRED TO BE PAID, AND REFUNDS WILL NOT BE MADE, IF THE BALANCE DUE OR THE REFUND DUE IS LESS THAN \$100.00.**

PUBLIC AGENCY: _____ **AGENCY #:** _____

AGENCY CONTACT PERSON: _____ **PHONE :**() _____

MAILING ADDRESS: _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT NUMBER: _____ **PROJECT LOCATION:** _____

CONTRACTOR/BUSINESS NAME (DBA): _____

CONTRACTOR CCB#: _____ **DATE AWARDED:** _____

FINAL CONTRACT/PROJECT AMOUNT: _____ **FINAL FEE DUE:** _____
(Include all change orders and adjustments to the contract price) (Final Contract amount X .001)

ORIGINAL CONTRACT AMOUNT: _____ **INITIAL FEE PAID:** _____
(Original Contract amount X .001)

TOTAL ADJUSTMENT: _____ **BALANCE DUE*:** _____
or
REFUND DUE*: _____
*Final contract fee less initial fee paid

Sample Calculation:			
Final Contract Amount:	\$ 400,000.00	Final Fee Due:	\$ 400.00
Original Contract Amount:	<u>- 300,000.00</u>	Initial Fee Paid:	<u>- 300.00</u>
Total Adjustment:	\$ 100,000.00	Additional Amount Due:	\$ 100.00

(Please duplicate this form for future use)



BUREAU OF LABOR AND INDUSTRIES
NOTICE OF PUBLIC WORKS
(For use by public agencies in complying with ORS 279C.835)

For Office Use Only:
Project DB #: _____

NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.

PUBLIC AGENCY INFORMATION

Agency Name: _____
Agency Division: _____ Agency # (if known): _____
Address: _____
City, State, Zip: _____
Email Address: _____
Agency Representative: _____ Phone: _____

SECTION A: To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See reverse for public works projects in which no public agency awards a contract to a contractor.)

CONTRACT INFORMATION:

Project Name: _____
Contract Name (if part of larger project): _____
Project #: _____ Contract #: _____
Project Manager Name: _____ Phone: _____ Fax: _____
Project Location (Street(s), City): _____ Project County: _____
Contract Amount: \$_____ If under \$50,000, is this contract part of a larger project? YES NO
If yes, total project amount: \$_____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES NO
Date Contract Specifications First Advertised for Bid (if not advertised, date of RFP or first contact with contractor): _____
OR If CM/GC Contract, Date Contract Became a Public Works Contract (see OAR 839-025-0020(8)): _____
Date Contract Awarded: _____ Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

PRIME CONTRACTOR INFORMATION:

Name: _____
Address: _____
City, State Zip: _____ Phone: _____
Construction Contractors Board Registration #: _____
Name of Bonding Company: _____
Address: _____
Agent Name: _____ Phone: _____
Payment Bond #: _____

Copy of first-tier subcontractors attached (see NOTE above).

Signature of agency representative completing form: _____
Printed Name: _____ Phone: _____ Date: _____
Email Address: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

Complete this page for public works projects in which NO PUBLIC AGENCY AWARDS A CONTRACT TO A CONTRACTOR. Complete the CONTRACT INFORMATION AND SECTION B, C, D or E, whichever applies to the project.

CONTRACT INFORMATION:

Name of Project Owner: _____ Phone: _____
Project Name: _____ Project #: _____
Project Location (Street(s), City): _____ Project County: _____
Total Project Cost: \$ _____ Amount of Public Funds Provided for the project: \$ _____
Name(s) of Public Agency(ies) Providing Public Funds: _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES NO
Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure or improvement of any type **that uses \$750,000 or more of funds of a public agency**).

Date the public agency or agencies committed to the provision of funds for the project: _____

SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C) (a project for the construction of a privately owned road, highway, building, structure or improvement of any type **that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency**).

Total square footage of privately owned road, highway, building, structure or improvement: _____

Percent of total square footage of the completed project that will be occupied or used by a public agency: _____

Date the public agency or agencies entered into an agreement to occupy or use the completed project: _____

SECTION D: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(D) (a project that includes the construction or installation of a **device, structure or mechanism that uses solar radiation** on public property, regardless of project cost or whether the project uses funds of a public agency).

Date the public agency entered into an agreement for the project: _____

SECTION E: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(E) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure, or improvement of any type that occurs, with or without using funds of a public agency, **on real property that a public university listed in ORS 352.002 owns**).

Date the public agency entered into an agreement for the project: _____

Signature of agency representative completing form: _____

Printed Name: _____ Phone: _____ Date: _____

Email Address: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit • Bureau of Labor and Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-3601
Telephone (971) 673-0852 • FAX (971) 673-0769 • pwremail@boli.state.or.us



PUBLIC IMPROVEMENT PROJECT COST ANALYSIS

Contracting Agency: _____ Department: _____

Project Name/Number: _____ Estimated Construction Period: _____

ESTIMATED CONTRACTOR COSTS				
Item Description	Estimated Quantity	Unit Cost	Total Estimated Cost Per Item	
TOTAL OF ALL CONTRACTOR COSTS				\$

ESTIMATED CONTRACTING AGENCY COSTS							
Labor	Equipment	Administration and Overhead	Tools and Materials	Cost of Any Contracts Agency Must Enter	Quality Control Testing	Any Other Necessary and Related Costs	
TOTAL OF ALL PUBLIC AGENCY COSTS							\$

The above-named agency has determined that this project can be performed at the least cost by: _____ Agency _____ Contractor (check one)

ORS 279C.305 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, or before starting to construct a public improvement, each contracting agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement that the contracting agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list must also state whether the contracting agency intends to perform the construction through a private contractor. If the contracting agency intends to use the contracting agency's own equipment or personnel to perform construction work on a public improvement, and the estimated value of the construction work that the contracting agency intends to perform with the contracting agency's own equipment or personnel exceeds \$200,000 (or \$125,000 if the public improvement involves the resurfacing of highways, roads or streets at a depth of two or more inches), the contracting agency shall file with the commissioner not later than 180 days before construction begins on the public improvement an analysis that shows that the contracting agency's decision conforms to the state's policy that contracting agencies make every effort to construct public improvements at the least cost to the contracting agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all categories of costs described in ORS 279C.305(3)(b). The final account of the costs is a public record. Form WH-118 (Planned Public Improvement Summary) may be used to list planned public improvements. This form (WH-119) may be used to report the agency's cost analysis.

Completed forms should be mailed to:

Prevailing Wage Rate Unit
 Wage and Hour Division, #1045
 Bureau of Labor and Industries
 800 N.E. Oregon St.
 Portland, OR 97232-2180

WH-119 (Rev. 12/17)

 (Signature of Agency Official)

 (Name of Agency Official)

The 2018 edition of the **Prevailing Wage Rate Laws Handbook** are now available. One complimentary hard copy of each Prevailing Wage Rate (PWR) publication is available upon request by emailing BOLI at pwremail@boli.state.or.us or calling (971) 673-0838. Additional copies are available at cost, plus postage.

In addition to providing this and other PWR publications, the Bureau of Labor and Industries' PWR Unit regularly offers free, informational seminars for both public agencies and contractors. The current schedule is available online at <http://www.oregon.gov/boli/WHD/PWR/docs/pwrsched.pdf>.

Prior to responding below, please consider that all PWR-related information is available online at <http://www.oregon.gov/BOLI/WHD/PWR/Pages/index.aspx>. If you are interested in receiving the handbook and/or being included on our mailing lists for future seminar notifications, please complete the form below and return it to the bureau's PWR Unit. You may mail this form to the address on the opposite side of the form, or fax it to (971) 673-2372.

-
- Please send me the 2018 edition of the **Prevailing Wage Rate Laws Handbook**.
 - Please add me to the mailing list to receive information about BOLI PWR seminars.
 - Please add me to the e-mailing list to receive information about BOLI PWR seminars.

AGENCY OR CONTRACTOR BUSINESS NAME and PHONE NUMBER (Required)

AGENCY OR CONTRACTOR BUSINESS E-MAIL ADDRESS (Please print clearly)

MAILING ADDRESS

CITY, STATE, ZIP

NAME OF REPRESENTATIVE and PHONE NUMBER if different from above.

place
stamp
here

BOLI - PREVAILING WAGE RATE UNIT
800 NE OREGON #1045
PORTLAND, OR 97232

DUMPSTERS

POTENTIAL
JOB OFFICES.
10,000 SF
NEEDED.

POTENTIAL CREW
SHACKS. 10,000
SF NEEDED.

VEHICLE ACCESS FOR
SUPPLIES & WASTE

POTENTIAL STAGING
45,000 SF NEEDED.

SECURITY FENCE

STAIR
TOWERS

POTENTIAL
ALLIANCE
BUILDING SITE

POTENTIAL PARKING
70,000 SF NEEDED
FOR 200.



Project Name

EXHIBIT #7: COST DEFINITION FOR GMP SUBCONTRACTS

Revision 2017

COST PLUS SUBCONTRACT TERMS AND CONDITIONS

Forming a part of the _____ subcontract agreement between Andersen Construction, hereinafter called Contractor, and _____, hereinafter called Subcontractor, for the construction of _____.

1) DESIGN

The Subcontractor shall design all scopes of work related to _____ with the _____ Engineer, prepare "as-built" drawings showing the extent and location of all _____. Obtain all necessary approvals of the Owner, Architect and General Contractor and secure necessary permits. The Subcontractor shall carefully study all proposed materials and methods and make any suggestions they deem consistent with sound practice which might effect "value engineering" savings for the Owner. Subcontractor shall provide complete design and coordination for a lump sum of _____.

2) COST CONTROL

The Subcontractor will prepare a budget and cost plus fee total to perform the _____ work shown on the drawings and specifications. This budget figure shall be known as the Guaranteed Maximum Price, and shall include the costs of all materials, labor, equipment, and profit and overhead fees. It is agreed that the Guaranteed Maximum Price includes only that work defined on the drawings and in the specifications. The Subcontractor shall promptly advise the General Contractor of all changes in the Guaranteed Maximum Price caused by design changes at the earliest possible date.

3) COST DEFINITION

Costs shall be the net cost to the Subcontractor after all trade rebates and bulk quantity discounts, of all materials actually delivered and incorporated into the work; the net costs of all special hoisting and handling equipment used and required in the performance of the work; the net costs of trucking and delivery of materials and equipment only. Materials from the Subcontractor's own warehouse shall be kept to the minimum unless there is a proven advantage in price to use such materials. Permits shall be charged at actual cost. All labor shall be charged at actual cost of base labor rate, and fringe benefits, with a fixed percentage allowed for payroll taxes, as follows:

- a) Base rate at actual per hour cost:
 - Foreman
 - Journeyman
 - Apprentice

- b) Fringe benefits at actual per hour cost:

1.	Pension	_____	\$	_____
2.	Health & Welfare	_____	\$	_____
3.	Apprenticeship	_____	\$	_____
4.		_____	\$	_____
5.		_____	\$	_____

- c) Payroll taxes and miscellaneous expenses at 100% of Item 'a' above, Base Rate per Hour, broken down as follows:

- c) The portion of reasonable travel and subsistence expenses of the Subcontractor or of his officers or employees incurred while traveling in discharge of duties connected with the Work.
- d) Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.
- e) Payments made by the Subcontractor to Sub-subcontractors for Work performed pursuant to Subcontracts under this Agreement.
- f) Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, which are consumed in the performance of the Work, and cost less salvage value on such items used but not consumed which remain the property of the Subcontractor.
- g) Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from the Subcontractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area.
- h) Cost of premiums for all bonds and insurance which the Subcontractor is required by the Contract Documents to purchase and maintain.
- i) Sales, use or similar taxes related to the Work and for which the Subcontractor is liable imposed by any governmental authority.
- j) Permit fees, royalties, damages for infringement of patents and costs of defending suits therefor, and deposits lost for causes other than the Subcontractor's negligence.
- k) Losses and expenses, not compensated by insurance or otherwise, sustained by the Subcontractor in connection with the Work, provided they have resulted from causes other than the fault or neglect of the Subcontractor. Such losses shall include settlements made with the written consent and approval of the Contractor. No such losses and expenses shall be included in the Cost of the Work for the purpose of determining the Subcontractor's Fee. If, however, such loss requires reconstruction and the Subcontractor's Fee. If, however, such loss requires reconstruction and the Subcontractor is placed in charge thereof, he shall be paid for his services a Fee proportionate to that stated in Paragraph 6, Fees. (See also Paragraph 5.j)
- l) Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.
- m) Cost of removal of all debris.
- n) Costs incurred due to an emergency affecting the safety of persons and property.
- o) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Contractor.

There shall be no charge to the project for the purchase or rent of normal "tools of the trade" such as drills, hand tools, pipe benders and threaders.

There shall be no charge for service vans, pickups or runabout trucks used at the site, except ONE pickup truck which will be charged to the job.

5) COSTS NOT TO BE REIMBURSED

Costs not to be reimbursed are as follows:

- a) The term cost of the Work shall not include any of the items set forth below in this Paragraph 5.
- b) Salaries or other compensation of the Subcontractor's personnel at the Subcontractor's principal office and branch offices.
- c) Expenses of the Subcontractor's principal and branch offices other than the field office.
- d) Any part of the Subcontractor's capital expenses, including interest on the Subcontractor's capital employed for the Work.

- e) Except as specifically provided for in Subparagraph 4.g or in modifications thereto, rental costs of machinery and equipment.
- f) Overhead or general expenses of any kind, except as may be expressly included in Paragraph 4.
- g) Costs due to the negligence of the Subcontractor, any Sub-subcontractor, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to the correction of defective or non-conforming Work, disposal of materials and equipment wrongly supplied, or making good any damage to property.
- h) The cost of any item not specifically and expressly included in the items described in Paragraph 4.
- i) Costs in excess of the Guaranteed Maximum Cost, if any, as set forth in Paragraph 8.
- j) Insurance claim deductible costs in excess of \$1,000.00 aggregate total for all claims made during the life of this agreement.

6) LUMP SUM FEES

For administrative overhead, design assistance, supervision, profit and all other items excluded from, or not defined as cost in Paragraph 3, the Subcontractor shall be paid a Lump Sum Fee of ___% of total cost.

7) PAYMENTS

Payments shall be made to the Subcontractor in accordance with Article 2 of the Subcontract Agreement. Supporting information in the form of copies of invoices, for materials and equipment rentals, and Form GPP 18A for labor and fringe benefits shall be submitted with each progress billing in support of ALL claimed costs. At no time shall the project be billed for more than the Guaranteed Maximum Price approved and in effect at that time. Final payment shall not be paid until all as-built drawings, equipment maintenance manuals, etc., have been received, and the project has been completed and accepted by the Architect, General Contractor and Owner.

8) GUARANTEED MAXIMUM PRICE

The Guaranteed Maximum Price is \$ To be negotiated and inserted at a later date.

Andersen Construction
EXHIBIT #8: DESIGN BUILD REQUIREMENTS

Revision 2017

The below provisions supplement and do not supplant the terms and conditions contained in the Subcontract Agreement by and between Subcontractor and Andersen Construction ("Contractor"). In the event any provisions of this supplement conflict or are at odds with the Subcontract Agreement ("Agreement"), the stricter provisions shall control.

In addition to all other duties and responsibilities under the Subcontract Agreement, Design/Build Subcontractor shall provide and retain responsibility for all of the following:

Contractor has agreed in its Prime Contract with the Owner to procure the services of licensed design professionals to provide the architectural and engineering Work required to design the Project in accordance with the Owner's requirements as set forth in the Prime Contract and other data defining the Project. The person or entity providing architectural and/or engineering Work shall be referred to as Subcontractor.

Article 1 - Responsibilities

- 1.1. Subcontractor shall include in their scope design and installation coordination and responsibility for all equipment supplied by the Owner and as otherwise covered by Subcontractor's trade. Subcontractor will assume responsibility for intermeshing and coordinating design with Owner furnished equipment.
- 1.2. Subcontractor shall schedule and provide all start up, commissioning and training for systems supplied and/or installed by Subcontractor. Subcontractor shall provide sequence of operation for individual systems for use in startup and commissioning and Owner's long-term understanding and use of system.
- 1.3. Agreement Scope of Work, as generally described in the Contract Documents comprising the Agreement shall also include all items necessary for the proper design, procurement, fabrication and installation of the Work. Work not described in the Agreement is not required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.
- 1.4. Subcontractor is responsible for the intermeshing and coordination of the various parts of the Work, including the design elements. Subcontractor agrees and acknowledges that no part of the Work shall be left in an unfinished or incomplete condition due to any disagreement as to where the scope of Work for Subcontractor begins and ends with relation to the work of other trades. Subcontractor shall prepare coordination drawings showing exact alignment, physical location and other required details for those portions of its Scope of Work that must be coordinated with the Work of Contractor, Owner, or their other contractors and shall participate in any related coordination efforts by Contractor. Subcontractor recognizes and agrees that its failure to account for other elements included in the Project design may cause costly redesign and/or rework for which Subcontractor may be responsible.
- 1.5. Subcontractor shall carefully study and compare the contract documents as prepared by other trades and shall at once report to Contractor any error, inconsistency or omissions it may or reasonably should discover. Subcontractor shall be liable for any added costs or damage resulting from its performance of any Work involving an error, inconsistency, omission or ambiguity in the Contract Documents that has not been reported to Contractor as required by this section, including any re-performance and related costs of correction and any additional costs incurred by the Contractor.
- 1.6. Subcontractor accepts the fiduciary relationship of trust and confidence established by this Subcontract and covenants with Contractor to cooperate and exercise the Subcontractor's skill and judgment in furthering the interests of Contractor. The Subcontractor represents

that it possesses the requisite skill, expertise and licensing to perform the required design and professional services ("Work"). The Contractor and Subcontractor agree to work together on the basis of mutual trust, good faith and fair dealing, and shall take actions reasonable necessary to enable each other to perform this Subcontract in a timely, efficient and economically manner.

- 1.7. Owner is an intended third party beneficiary of this Subcontract. Subcontractor shall owe to Owner and Contractor a professional standard of care. Subcontractor shall be responsible for all Work provided hereunder, whether such Work is provided directly by Subcontractor or by any consultant(s) hired by Subcontractor.

Article 2 - Design Requirements

- 2.1. Subcontractor shall provide drawings and specifications complete and adequate in all details to allow procurement and installation to proceed expeditiously and with minimal need for clarifications.

Subcontractor shall provide narratives and sequence of operation documents for the Owner's review and use during startup and training. Narratives and Sequence of Operations are to be included in the Operations and Maintenance manuals for the project.

- 2.2. Subcontractor/Consultant shall perform the design services using the standards of care, skill and diligence normally provided by a professional in the performance of such services similar to that contemplated for this project. In the event of Subcontractor's failure to observe and adhere to such standard, at the sole discretion of Contractor, Subcontractor shall, upon notice from Contractor, promptly redesign to correct the defect at Subcontractor's sole cost.
- 2.3. Designer of record shall visit the site periodically during installation of work to perform site observations and to recommend to Contractor rejection of work that does not conform to the drawings, specifications or design intent.
- 2.4. Should Subcontractor's Work require the production of Construction Documents, the Construction Documents shall be in the form and quantity called for in the Contract Documents and shall be prepared, as applicable, by a design professional licensed in the province required by the Contract Documents and be certified as complying with all applicable codes as required by the Contract Documents and governing agencies. In addition to the quantity called for in the Contract Documents, the Subcontractor agrees to provide additional sets of these documents as may be necessary in connection with design reviews and approvals that may be required in connection with the Project. The Subcontractor shall investigate existing conditions or facilities, make measured drawings thereof, and verify the accuracy of drawings or other information furnished by others.
- 2.5. Subcontractor shall provide a set of reproducible record drawings showing significant changes in the Work made during the construction process, based on marked-up prints reviewed and approved by Contractor.
- 2.6. Subcontractor shall furnish to Contractor an appropriate Professional Liability Certificate, including any endorsements directly relating to the Project as specified in the Subcontract Agreement, Article 13. Production of such Certificate shall be a condition precedent to any payment due to Subcontractor from Contractor.
- 2.7. Subcontractor indemnity obligations hereunder shall parallel those within the Subcontract Agreement and shall also include all claims and losses arising from any acts, errors or omissions of Subcontractor in the performance of professional services hereunder.
- 2.8. All design shall be done in accordance with all applicable federal, state and local building codes, laws and regulations. Subcontractor shall perform all services in a timely manner and in accordance with the generally accepted standards of care for the profession and the community in which the work is to be done. Notwithstanding the foregoing, if the

Contract Documents contain performance standards for aspects of the Work, the Subcontractor agrees it will perform all applicable Work to achieve such standards.

- 2.9. Subcontractor acknowledges that budget limitations are not a justification for the breach of sound principles of professional design. Subcontractor shall not perform any additional Work or make any changes to the Construction Documents requested by anyone other than Contractor without the written consent of Contractor. Subcontractor shall not be entitled to any additional compensation or time for performance and shall be liable to Contractor for all increased construction costs in the event it violates the requirements of this Subcontract. Subcontractor shall in the performance of its Work, exert its best, professional skill and effort to minimize Project field construction costs through efficient design methods, measures and means. In the event further Work is required to reduce field construction costs, Subcontractor shall perform those Work at its sole cost.
- 2.10. Contractor shall receive ownership of the property rights, including copyrights, of all documents, drawings, specifications, electronic data and information ("Construction Documents") prepared, provided or procured by Subcontractor or by consultant(s) retained by Subcontractor and distributed to Contractor for this Project upon making final payment to Subcontractor or in the event of termination upon payment of sums due Subcontractor.
 - 2.10.1. In the event of termination of this Subcontract, Contractor shall the right to use, to reprocore, to reproduce and to make derivative works of the Construction Documents to complete the Project regardless of whether there has been a transfer of copyright.
 - 2.10.2. After completion of the Project, Contractor or Owner may reuse, reproduce or make derivative works of the Construction Documents solely for the purposes of maintaining, renovating or remodeling or expanding the Project. Contractor's or Owner's use of the Construction Documents without the Subcontractor's involvement or on other projects, is at the Contractor's or Owner's sole risk, except for Subcontractor's confidentiality obligations, the Contractor and Owner shall indemnify and hold harmless the Subcontractor and its consultant(s) and the agents, officers, directors and employees of each of them from and against and all claims, damages, losses, costs and expenses, including reasonable attorneys' fees and costs arising out of or resulting from such use.
 - 2.10.3. All business and technical information transmitted in connection with the performance of this Subcontract by Contractor to Subcontractor or shall be considered proprietary and Subcontractor agrees that during the term of this Subcontract, and for a period of three (3) years following the date of the termination of this Subcontract, Subcontractor shall not use such information except for purposes of its business relationship with the Contractor party and shall not disclose any information to any third party other than to Owner, unless such disclosure is approved in writing by an authorized representative of Contractor
- 2.11. Subcontractor shall perform its obligations with integrity. Conflicts of interest shall be avoided or disclosed promptly to the Contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) mm/dd/yyyy
--

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # xxxxxxxx Name of Insurance Broker Street Address City, State, Zip code	CONTACT NAME: PHONE (A/C, No, Ext): (xxx) xxx-xxxx FAX (A/C, No): (xxx) xxx-xxxx E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : ABC Insurance Company XXXXX INSURER B : DEF Insurance Company XXXXX INSURER C : GHI Insurance Company XXXXX INSURER D : XYZ Insurance Company XXXXX INSURER E : INSURER F :
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	GLXXX	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CAXXX	mm/dd/yy	mm/dd/yy	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	EX-XXX	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WCXXX	mm/dd/yy	mm/dd/yy	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.	X	X	PROFXXX	mm/dd/yy	mm/dd/yy	Limit* \$ \$2,000,000
D	Pollution Liability	X	X	POLLXXX	mm/dd/yy	mm/dd/yy	Limit**(per claim/agg) \$ \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For All Work on Project Name and Project #

Additional Insured - Contractor and Owner are additional insureds under Subcontractor's policies. Policies shall be primary and non-contributing with any insurance maintained by the Contractor or the Owner.

The General Liability additional insured form issued by the Subcontractor's insurer shall be written on a CG 20 10 11 85 form, or its equivalent, and shall apply to liability arising out of the Subcontractor's ongoing operations and completed operations.

CERTIFICATE HOLDER Andersen Construction Company	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNED BY AUTHORIZED REPRESENTATIVE
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Name of Insurance Broker	License # 0726293	NAMED INSURED Subcontractor Name Street Address City, State Zip Code
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

If subcontractor is enrolled in an OCIP, General Liability and Excess Liability apply to offsite coverage only.

Waiver of Subrogation - Where permitted by law, a waiver of subrogation endorsement shall be issued by Subcontractor's insurer in favor of the Contractor and the Owner.

The Commercial General Liability, Automobile Liability, Pollution Liability, if applicable, and Umbrella Excess Liability certificates must list the Project Name and Project Number.

No policy maintained by subcontractor on a residential project may contain a residential exclusion unless subcontractor is insured under a Wrap-Up.

*Professional Liability Minimum Limit Requirement, if subcontractors work includes professional or design service:
- \$2,000,000 or more subcontract value: \$2,000,000 per claim/\$2,000,000 aggregate

- Sample Professional Liability Wording (Or similar language Included on coverage form or by endorsement)

We waive our right(s) of recovery against any person or organization included in the definition of an Insured or against the Insured's Clients, if prior to a Professional Liability Claim, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the Insured.

**Pollution Liability Minimum Limit Requirement, if subcontractors work includes these scopes:

- Demolition or any type of abatement of lead, mold, or asbestos: \$5,000,000
- Excavation or Other Soils Work/Fluids or Water/Sewer/Building Envelope/Pollution Material: \$2,000,000
- All Others: \$1,000,000

- Sample Pollution Liability Wording - (Or similar language included on coverage form or by endorsements)

What We Cover: Pollution Loss Coverage:

When the Named Insured is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

Pollution Loss Coverage:

We waive our right(s) of recovery against any person or organization included in the definition of an Insured or against the Insured's Clients if prior to the Pollution Claim, a waiver of subrogation was required and accepted under a specific contractual undertaking by the Insured.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

**ADDITIONAL REMARKS SCHEDULE**

AGENCY		License # 0726293	NAMED INSURED
Name of Insurance Broker			Subcontractor Name
POLICY NUMBER			Street Address
SEE PAGE 1			City, State Zip Code
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1	
SEE PAGE 1	SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

If subcontractor is enrolled in an OCIP, General Liability applies to offsite coverage only.

Waiver of Subrogation - Where permitted by law, a waiver of subrogation endorsement shall be issued by Subcontractor's insurer in favor of the Contractor and the Owner.

The Commercial General Liability, Automobile Liability, Pollution Liability, if applicable, and Umbrella Excess Liability certificates must list the Project Name and Project Number.

No policy maintained by subcontractor on a residential project may contain a residential exclusion unless subcontractor is insured under a Wrap-Up.

*Professional Liability Minimum Limit Requirement, if subcontractors work includes professional or design service:

- Less than \$2,000,000 subcontract value: \$1,000,000 per claim/\$1,000,000 aggregate
- \$2,000,000 or more subcontract value: \$2,000,000 per claim/\$2,000,000 aggregate

- Sample Professional Liability Wording (Or similar language Included on coverage form or by endorsement)

We waive our right(s) of recovery against any person or organization included in the definition of an Insured or against the Insured's Clients, if prior to a Professional Liability Claim, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the Insured.

**Pollution Liability Minimum Limit Requirement, if subcontractors work includes these scopes:

- Demolition or any type of abatement of lead, mold, or asbestos: \$5,000,000
- Excavation or Other Soils Work/Fluids or Water/Sewer/Building Envelope/Pollution Material: \$2,000,000
- All Others: \$1,000,000

- Sample Pollution Liability Wording - (Or similar language included on coverage form or by endorsements)

What We Cover: Pollution Loss Coverage:

When the Named Insured is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

Pollution Loss Coverage:

We waive our right(s) of recovery against any person or organization included in the definition of an Insured or against the Insured's Clients if prior to the Pollution Claim, a waiver of subrogation was required and accepted under a specific contractual undertaking by the Insured.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

Andersen Construction Company

EXHIBIT A: SAFETY HANDBOOK

Revision 2018

Included in this Exhibit are the following documents:

1. Site Specific Safety Plan Outline
2. Safety Data Sheet List
3. Safety Handbook

Complete and submit the Site Specific Safety Plan Outline and the Safety Data Sheet List to the Andersen/ASI Project Superintendent four (4) weeks before mobilizing to the jobsite and update as necessary.

- For projects in Washington State, in accordance with WISHA Regional Directive 27.00 titled “Contractor Responsibility under Stute v. PBMC”, provide a **complete copy** of your company’s Accident Prevention Program (unless a current copy is already on file).
- For projects in California, each employer must provide a copy of your company’s Incident and Injury Prevention Program and the Injury and Illness Prevention Program (I2P2).

Pre-Task Plans (PTP) must be submitted each Monday morning following review with the crew(s). The PTPs for completed work must be submitted at the end of the work week for the applicable crew. These must be submitted on the Project to the Project Superintendent or the Safety Supervisor.

Site Specific Safety Plan Outline

Contractor:	Project: Date: Project Address:
--------------------	---

This document should be the **cover sheet** for your site specific safety plan. Review the hazard assessment for applicability. For each identified hazard, a job hazard analysis must be developed. The hazards identified may also require special training. The tasks to be done under each identified hazard must have a corresponding Pre-Task Plan.

Provide a brief description of your scope of work:

Project Supervisor Contact Information:

Names & Titles / Roles	Contact Numbers & Email Addresses:
Designated Superintendent:	Day: Night: Email:
Foreman:	Day: Night: Email:
Project Manager	Day: Night: Email:
Contact person within your organization that is responsible for injured workers	Day: Night: Email:
Designated Contact for Drug Testing Information	Day: Night: Email:
Designated Site Safety Representative:	Day: Night: Email:

Brief Scope Description (Indicate if any portion of the scope will be subcontracted out to other subcontractors)	
Self-performed work	Subcontracted work
Lower – Tier Subcontractor Information (attach a separate list if necessary)	
Contractor: Contractor Address City, State, Zip Phone	Contractor: Contractor Address City, State, Zip Phone
Scope of Work:	Scope of Work:
Do you have a signed agreement with this subcontractor?	Do you have a signed agreement with this subcontractor?
Have you verified that this contractor is properly licensed under the contractor's board if applicable? CCB#	Have you verified that this contractor is properly licensed under the contractor's board if applicable? CCB#
Does this contractor have workers compensation insurance? Carrier Name & Policy #	Does this contractor have workers compensation insurance? Carrier Name & Policy #
Drug Testing Information	
Do you have a written drug and alcohol testing program?	Yes No
Is your program a collectively bargained program	Yes No
If yes, provide the name of the program and administrator:	
Provide the name of the laboratory	What substances are included in the testing?

Does the program include the following testing? <ul style="list-style-type: none"> <input type="checkbox"/> Pre-employment or pre-job placement testing <input type="checkbox"/> Post-accident testing <input type="checkbox"/> Random testing <input type="checkbox"/> Reasonable Suspicion <input type="checkbox"/> Follow up testing 	What are the consequences for a worker who fails a drug or alcohol test under the program?
--	--

NOTE: Andersen Construction does not recognize medical marijuana as a prescription for which a positive drug test will be changed to a negative, nor does Andersen Construction recognize the legalization of marijuana in Washington state as an allowed substance.

Please provide a listing of the employees to be assigned to this project and the date of their last valid drug and alcohol test. (attach a separate sheet if necessary) **This may be provided when employees report for work at this project if you do not yet know who will be working at this jobsite.**

Employee Name:	Date of Test:	Employee Name	Date of Test:

Company Policy Information

Provide information on the following or attach a separate document that addresses the following policy questions.	ATTACHED
Washington Jobsites: Attach a Complete copy of your Accident Prevention Program	Yes
California: Attach a complete copy of your Cal OSHA I2P2	No
What are your procedures for reporting accidents, near misses and hazards and to whom?	
What are your procedures for inspecting your own employees' work areas?	
Who will be conducting your safety inspections? Provide the schedule.	

How will hazard corrections be completed and documented?

<p>Attach the completed training matrix and documentation of required training for our employees for the tasks that apply to this project's scope of work. For example, if you will have a forklift and operator on site, provide proof of forklift training. If you will be working on scaffolding, provide proof of user or erector training.</p>	Attached:
	Yes
	No

<p>Attach Material Safety Data Sheets – review your MSDS to be used for this project, complete the Hazard Communication Checklist and submit both with this plan</p>	Attached:
	Yes
	No

Hazard Identification

Check Potential Work Hazards:
 This list is not all inclusive; it is only a starting point. **Your site plan must provide applicable work plans, hazard correction and/or control measures for any of these identified potential safety hazards and any others associated with your scope of work not identified here.** The work tasks that have these exposures may be planned, reviewed and documented with a Job Hazard Analysis (JHA), A Pre-Task Plan (PTP) etc., providing it provides enough information.

- | | | |
|---|-----------------------------------|---------------------------------|
| Fall Exposures > 6 feet *** | Fall Exposures > 4 feet (WA) *** | Fall Rescue Plan (req'd for fp) |
| Confined Space Entry *** | Emergency Response Plan *** | Concrete Formwork - Elevated |
| Excavations > 4 feet *** | Dust Control / Containment(s) | ILSM / ICRA Plans *** |
| Energized Electrical Work *** | Lock Out / Tag Out Activities *** | Structural Demolition *** |
| Multi-Level Scaffold Erection | Scaffold Use | Mast Climbing Work Platform |
| Steel Erection *** | Precast Erection / Installation | Residential Construction |
| Mobile Crane(s) Use *** | Critical Crane Lift(s) *** | Rotating Equipment |
| Asbestos Abatement *** | Lead Installation *** | Microbial Abatement *** |
| Sandblasting | Potential Silica Exposures | Traffic Control *** |
| Welding / Cutting | Interior Spray Finishes | Working Above Others |
| Welding on Stainless Steel | Blasting / Use of Explosives | Working in Occupied Buildings |
| Contaminated Soils | UST Removal | |
| Installation of Underground Power - Temporary or Permanent | | |
| Work Within 20' of Overhead Utilities *** | | |
| Potential Impact to Underground Utilities *** | | |
| Working in Client Classified Sensitive Areas | | |
| Working in a Residential Structure Built Prior to 1978 or a Child Occupied Facility Built Prior to 1978 *** | | |
| Chemical(s) Regulated by OSHA / OR-OSHA / DOSH / or listed on Andersen Construction Hazard Chemical Checklist | | |

<p>The hazards for our scope of work are identified in our site safety plan and the hazard correction plan(s) are attached:</p>	Attached
	Yes
	No

Task specific Pre-Task Plans (PTPs) must be submitted as your work progresses. PTPs must be reviewed with the persons conducting the work in the field.	
This plan / document was prepared by: Title: Contact Phone: Contact Email:	Date completed:

Contractor Name:	Project: Name	Date work scheduled to start:
		Duration:
Does this checklist include the SDS for your lower – tier subcontractors, if applicable? Yes No If no, and you have lower – tier subcontractors, you must attach their site safety plan template, SDS listing, Hazard Communication Checklist and Training Matrix.		

- 1. Attach the safety data sheets for the chemicals to be used on this project.**
- 2. Evaluate your attached material safety data sheets for the following chemicals; identify your products that contain these chemicals.**

CHEMICAL PRODUCT	Examples where chemical product may be found (not a complete list)	PRODUCT CONTAINING SUCH CHEMICAL OR PROCESS CREATING THE EXPOSURE	USE	OSHA Data – Yes / No (Attach)
BANNED PRODUCTS FOR NEW CONSTRUCTION – DO NOT ALLOW! (except lead for shielding / sealing & only under site specific work plan with personnel exposure data and/or protection methods)				
Asbestos	Mastics; roof & exterior wall waterproofing; sheet vinyl; acoustical ceilings & plasters; monokote prior to 1987			
Lead* (allowed for shielding)	Lead lined sheetrock			
Benzene (other than gasoline)	Styrene; phenols;			
n-hexane, hexane (severe fire hazard)	Solvent based duct sealants; roofing glues			
THE FOLLOWING PRODUCTS HAVE SUBSTANCE SPECIFIC OSHA REGULATIONS; MONITORING DATA <u>MUST BE SUBMITTED PRIOR TO USE</u>				
Cadmium	Metals			
Methylene Chloride or Dichloromethane	Paint remover			
Ethylene Oxide	Anti-freeze			
Formaldehyde	Floor glue			
Methylenedianiline (MDA)	Mfg of polyurethane foam; some glues & epoxies			
Vinyl Chloride	Mfg of pvc			
Inorganic Arsenic	Contaminated soils			
MBOCA (4,4-Methylene bis (2-chloroaniline))	Mfg of plastics; coating in chemical reactions to "set" glues, plastics, and adhesives			

CHEMICAL PRODUCT	Examples where chemical product may be found (not a complete list)	PRODUCT CONTAINING SUCH CHEMICAL OR PROCESS CREATING THE EXPOSURE	USE	OSHA Data – Yes / No (Attach)
Coal tar pitch volatiles (creosote)	Contaminated soils; wood preservative; roofing; road paving			
1,2-dibromo-3-chloropropane	Contaminated soil & groundwater; well water near farms			
Acrylonitrile	Used to make plastics, synthetic rubber, and acrylic fibers			
Thiram	Used in agriculture; seed protectant			
1,3-Butadiene	Production of synthetic rubber; contaminated water near mfg plant			
Chromates / Hexavalent Chromium (Chromium VI) * see note below	Chromates found in paints; Stainless steel; portland cement; electroplating; contaminated groundwater			
THE FOLLOWING PRODUCTS MAY CREATE STRONG ODORS & MAY REQUIRE EMPLOYEE MONITORING & PPE SPECIAL PLANNING & VENTILATION MAY BE REQUIRED!				
Methyl Methacrylate	Concrete waterproofing			
Heptane, Toluene, Xylene, Methyl Ethyl Ketone, Acetone,	Paint thinner; lacquer thinner; clear spray sealants; mineral spirits; degreasers			
Naptha, aliphatic or aromatic hydrocarbons ; Petroleum distillates	Oils & lubricants; camp fuel; shoe polish; degreasers; contaminated soils			
Stonhard waterproofers & floor coatings				
Isocyanates ; diisocyanates (methylenebis(phenyl isocyanate) (MDI), toluene diisocyanate (TDI))	Spray on polyurethane; industrial uses to protect cement, polyurethane foam; spray paints; surface coatings; resins			
Roofing Tars				
WELDING / TORCH CUTTING ON ANY OF THE FOLLOWING TYPES OF METALS OR METALS COATED / CLEANED WITH THE FOLLOWING PRODUCTS MAY REQUIRE SPECIAL PLANNING & VENTILATION				
Stainless Steel				
Nickel, chromium, manganese,				
Cadmium (electrical panels)				
Lead	Painted / primed steel			
Chlorinated Solvents	Paint removers;			
Zinc (galvanized metals)	q-deck			

CHEMICAL PRODUCT	Examples where chemical product may be found (not a complete list)	PRODUCT CONTAINING SUCH CHEMICAL OR PROCESS CREATING THE EXPOSURE	USE	OSHA Data – Yes / No (Attach)
THE CREATION OF ANY SILICA DUST, LEAD DUST, BERYLLIUM DUST OR HEXAVALENT CHROMIUM CONTAINING DUSTS REQUIRES CONTROL AND/OR SPECIAL PLANNING & PERSONAL PROTECTION				
Grinding, crushing, chipping of concrete or other cementitious products				
Demolition of painted structures built / painted prior to 1980				
Silica - Dry	Monokote; sandblasting grit;			
Black Beauty (creates beryllium dust during sandblasting)				
Demolition of concrete structures				
REVIEW OF MSDS FOR ANY PRODUCTS WHICH STATE: PRODUCT CAN CAUSE SENSITIZATION OR ALLERGIC REACTIONS OR HYPERSENSITIVITY (such as isocyanates or epoxies)				
PRODUCT	USE	SPRAY APPLIED - YES or NO		
OTHER PRODUCTS WITH SPECIAL CONCERN				
Non Identified Flammable(s)				

If any of the above-identified products specified by the plan documents please identify. Attach any personnel exposure monitoring for any of the hazardous products you will be using on this jobsite.

*Potential Hexavalent Chromium containing or producing products:

- Ammonium Dichromate; Barium Chromate; Tert-Butyl Chromate; Calcium Chromate; Chromium Trioxide; Chromium (VI) ion; Hexavalent Chromium; Lead Chromate; Potassium Chromate; Potassium Dichromate; Silver Chromate; Sodium Chromate; Sodium Dichromate; Strontium Chromate; Zinc Chromate; Zinc Dichromate



ANDERSEN

SAFETY HANDBOOK

Version 11 January 2018

Italicized font indicates new or updated content

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TO ALL PROJECT EMPLOYEES:

Andersen's Core Value "*We Do It Safely, Or We Don't Do It*", demonstrates the importance of safety and the expectations Andersen has of its employees and jobsite personnel. Everyone has responsibility for safety – at every level.

Andersen has adopted nine core values that form the backbone of how we conduct ourselves and conduct business. These core values are:

- Establish long term relationships
- The client is number one
- You can bank on our word
- We do everything as a team
- We do it safely, or we don't do it
- We take responsibility
- Everyone is treated as an individual with dignity and respect
- We seek continuous improvement in everything
- We always produce work that makes us proud.

We hope you will commit to being a part of a strong safety culture while working here. We hope that you will choose to work safely, here at Andersen, at home and when working for others; we hope that you will commit to our core values and we hope that you join our team as a safety leader.

Jobsite Safety is up to YOU. Your quality of life is up to YOU.

CONTACT PERSONNEL:

David Andersen, CEO
Joel Andersen, President
Martin Cloe, COO
Vicky Elkin, Corporate Risk Manager
Kimberly Gamble, Safety & Health Director
Travis Baker, Regional Vice President - Oregon
Joel Rohrs, Regional Vice President - Washington

LOCATIONS:

Portland

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Portland, OR 97217
Phone: (503) 283-6712

Seattle

5601 6th Avenue S, Suite 550
Seattle, WA 98108
Phone: (206) 763-6712

Boise

12552 West Executive Drive
Boise, ID 86713
Phone: (208) 275-8905

Eugene

309 W 4th Avenue, Suite 201
Eugene, OR 97401
Phone: (541) 735-3525

Corvallis

940 NE Circle Blvd.
Corvallis, OR 97330
Phone: (541) 753-0928

TO REPORT A SAFETY CONCERN, INJURY OR EMERGENCY

Kimberly Gamble, CHST
Safety & Health Director
Cell: (503) 705-6014

Vicky Elkin
Corporate Risk Manager
Cell: (971) 413-2006

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HANDBOOK DISCLAIMER

This safety handbook describes, in summary form, the safety policies and procedures that govern (1) the employment relationship between Andersen Construction Company, LLC, ASI Structures, LLC, and Pacific Data Communications, LLC and their employees (collectively referred to as “Andersen” or “Andersen Employees”); and (2) the working relationship between Andersen and all personnel assigned to work on any Andersen jobsite, including any Andersen Joint Venture jobsite.

The word “employee” as used in this safety handbook is intended to refer to any individual who performs work for any contractor, vendor or supplier on the project for Andersen and its subcontractors and suppliers at every tier. No contract of employment is created, intended, or implied by use of this safety handbook by any subcontractor, vendor or supplier employee.

This handbook is a guide and is not intended to cover every rule, regulation, safety practice or safety hazard that may be found in construction nor is it intended to address every possible situation that may arise on an Andersen jobsite. The policies stated in this handbook are subject to change at any time at the sole discretion of Andersen, with or without prior notice. This handbook supersedes any prior handbooks or written policies of Andersen that are inconsistent with its provisions. You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, please ask your supervisor, on-site safety representative, or the Corporate Safety Director.

INTRODUCTION

The intent of this handbook is to introduce Andersen's safety expectations to Andersen Employees and all personnel newly assigned to work on any of Andersen jobsites. Andersen strives for an injury-free environment for all personnel on its jobsites. This can truly only be achieved if all parties work together in a cooperative effort.

Andersen Employees, subcontractors, sub-subcontractors and their employees are required to follow Andersen's Safety Rules and all applicable Federal and State OSHA Rules and Regulations, Project or Client Specific Rules, and other regulations and consensus standards applicable to construction such as, but not limited to, NFPA Standards, NEC Standards, ANSI Standards and other industry specific best known practices.

Andersen conducts work within multiple states, some of which have State Occupational Safety and Health Administration (OSHA) regulations. For the ease of reading, any reference to OSHA may be construed as the applicable federal regulations AND the applicable state regulations governing the jurisdiction of the work location. For example, Washington State's Plan is referred to as DOSH, California is Cal-OSHA and Oregon is OR-OSHA. References to OSHA in this document, unless specifically noted otherwise, should be assumed to mean the state the worksite is located within.

A summary of Andersen's Safety Guidelines is contained within this document. We have attempted to identify known areas of our safety program that exceed OSHA rules and regulations. OSHA regulations alone do not address the safety procedures or rules for every condition that can be found in construction. Additionally, due to the length of time that it takes for an OSHA rule to be updated there may be times when ANSI Standards, NIOSH Exposure Limits, Industry Best Practices or other references may be relied upon to set the standard on the project.

EMPLOYEE SAFE WORK RESPONSIBILITIES

All jobsite personnel have a responsibility for workplace safety. In addition to the OSHA mandated employee responsibilities, Andersen expects all jobsite personnel to report identified safety hazards, injuries, near misses or other incidents immediately.

Safety issues cannot be promptly corrected if not reported timely. If you are involved in or witness a jobsite incident such as an accident, an injury, near miss or other safety related event, you will be expected to fully participate in assisting Andersen to determine the facts of the issue. Safety hazards, incidents, accidents or jobsite injuries cannot be fully corrected if the contributing factors are not identified. Additionally, input from the individuals performing the work is vital for future prevention.

Employees Responsibilities: (The following rules and responsibilities can be found in state and federal OSHA regulations. For more information refer to the applicable rule, code or law.)

- All work must be conducted in compliance with applicable safety and health regulations, rules, manufacturer's instructions, or other applicable codes.
- Employees are required by Federal and State Law to report injuries immediately.
- It is the duty of all workers to make full use of safeguards provided for their protection.
- A worker must not operate a machine unless the guard or method of guarding is in good condition, working order and operative.
- A worker must stop a machine or moving parts and properly lock out and/or tag out prior to servicing.
- Workers must not use defective tools or equipment.
- Workers must not remove, deface or destroy any warning, danger sign, or barricade or interfere with any other form of accident prevention device or practice provided.

Subcontractor use of Andersen owned or leased equipment:

- *Subcontractor personnel may NOT operate Andersen owned or leased forklifts, scissorlifts, other aerial lifts, tools or equipment without express written permission and verification of training.*
- *Subcontractor personnel may NOT use Andersen owned personal fall protection equipment except for fall protection anchorages designated for multi-trade use.*
- *Subcontractor personnel may NOT use Andersen owned ladders, except for ladders designated for multi-trade use.*

Pre-Shift Warm Up.

At the start of each shift, all Andersen personnel will participate in a Shift Prep Warm up routine. If you have any injuries or work restrictions that prohibit participation – notify your supervisor. All employees are personally responsible for participating to his/her own capacity. Subcontractors are encouraged to have an appropriately designed worker warm-up program.

ALCOHOL AND DRUG POLICY STATEMENT

Andersen is committed to providing a drug-free and alcohol-free workplace. Consistent with this goal, Andersen prohibits the use, manufacture, possession, distribution or sale of drugs, drug paraphernalia or alcohol at its employment sites. Andersen has adopted a testing program for its employees that is consistent with that goal. Andersen participates in The Construction Industry Drug Free Workplace Program based in Oregon, which forms the basis of our policy, but reserves the right to participate with Labor and Management drug and alcohol testing programs in the respective jurisdictions of its projects.

All subcontractors working on an Andersen worksite must fully cooperate with the goals of a drug and alcohol free worksite and enforce a drug and alcohol testing policy for their own employees which meets or exceeds the Construction Industry Drug Free Workplace program criteria. Following are minimum criteria for an acceptable employer administered alcohol and substance abuse program:

- 1) Testing of all employees at start of work on project or proof of a valid test within the previous six months' **and**
- 2) Mandatory post-accident testing for injuries requiring off site medical treatment, accidents resulting in property damage, or involvement in a workplace incident where suspicion of drugs or alcohol may have played a factor; **and**
- 3) Allowance for testing based on reasonable suspicion; **and**
- 4) Follow-up testing, disciplinary action up to and including termination, or mandatory enrollment in any recommended treatment programs or education programs, **and**.
- 5) Testing conducted at a recognized testing laboratory, **and**
- 6) A panel of screened-for drugs equal to Department of Transportation requirements as a minimum testing panel; **or**
- 7) Compliance with a multi-employer program such as the Washington Construction Industry Substance Abuse Program (WCISAP), or Oregon Construction Industry Drug Free Workplace Program.

It is the responsibility of Subcontractor to ensure that their employees and lower-tier subcontractor employees have proof of verified negative drug and alcohol test prior to reporting for work at the job site.

In the event Subcontractor, does not maintain or enforce alcohol and drug abuse policies meeting these criteria, Contractor shall have the right, but not the obligation, to conduct random, pre-employment, post-accident and/or massive drug and alcohol testing of any personnel employed by Subcontractor on the site of the work. All costs thereof, including administrative and laboratory costs and payroll time, shall be borne by and charged to Subcontractor; and any employee testing positive shall be immediately removed from the site and not allowed on any Contractor worksite for a minimum period of one year.

If there is drug or paraphernalia evidence found on an Andersen worksite, Andersen reserves the right to conduct a jobsite-wide drug and alcohol testing of all personnel on said worksite.

Note: Andersen's Drug Free Workplace Program(s) **DO NOT recognize medical marijuana or legalized recreational use of marijuana as a substance exempt from testing or consideration for positive drug tests.** Positive job-related drug and alcohol tests for medical marijuana will result in a positive drug test and be subject to removal and/or the conditions and requirements of their applicable drug and alcohol testing program.

INCIDENT REPORTING PROCEDURES

Andersen Employees and all Andersen Subcontractor Employees working on an Andersen Jobsite shall report all **accidents, injuries, first aids, occupational illnesses, or potentially significant near miss incidents immediately following** the incident to their immediate supervisor regardless of the nature.

Subcontractor supervisors and employees are expected to report to the designated Andersen supervisor immediately. If this person cannot be readily identified, or is not available contact the designated contact found in the front of this Handbook.

Most incident reporting can be done by visiting the supervisor in the onsite office, calling the designated supervisor or contacting a designated supervisor via radio (if one is being utilized on the project). If the discovery of an injury occurs after hours and medical care cannot wait until the start of the next regularly scheduled shift, report to the Andersen Safety Contact found on page iv.

Reporting will include the completion of the appropriate documentation and participation in an incident review (if appropriate).

Andersen utilizes a Priority Care Hotline (PC365) which offers the guidance of Registered Nurses to help self-treat your injuries. PC365 has nurses available 24/7/365. You should use this service for instructions related to first aid or if you are unsure if medical care is necessary. This service is available free of charge to anyone working on an Andersen worksite.

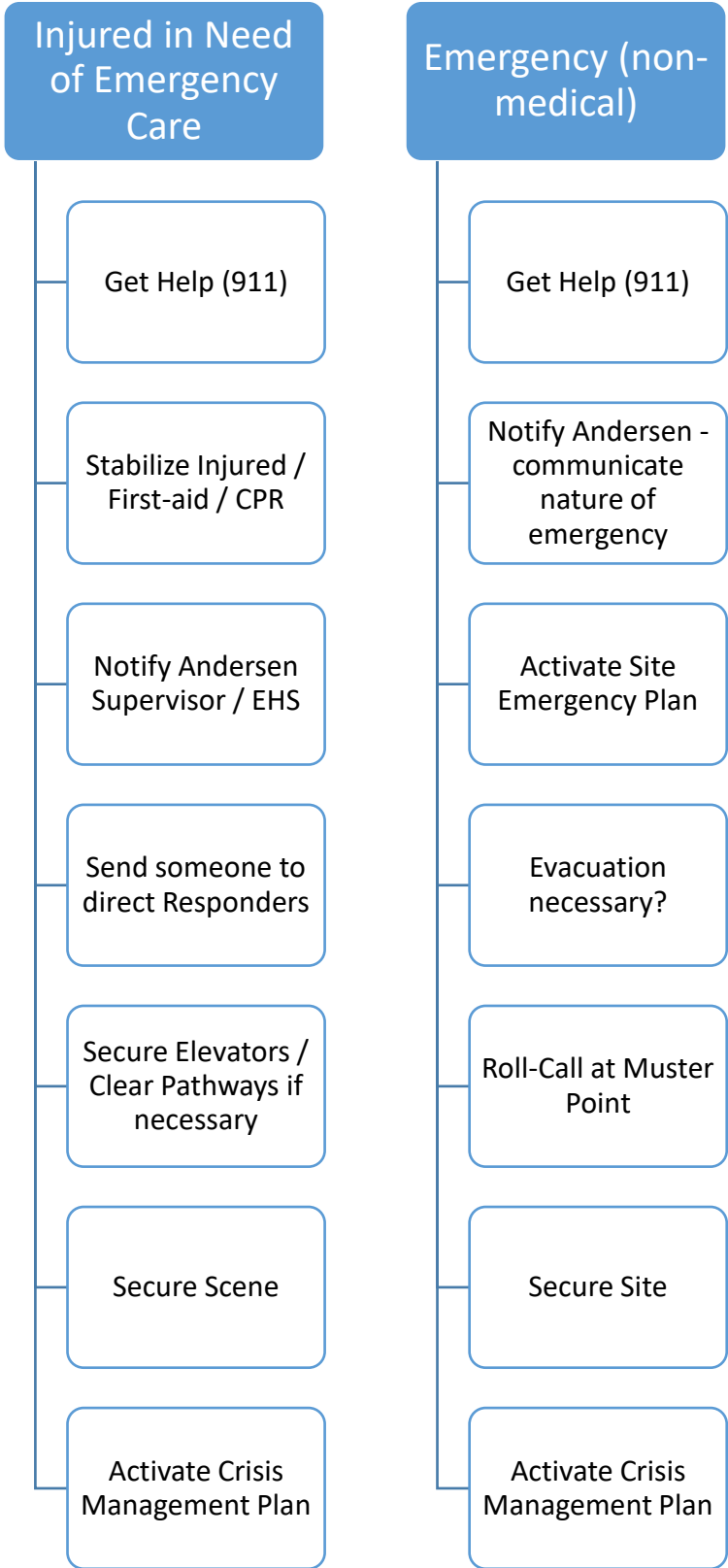
24 Hour Nurse Hotline - PC365 – 1-877-217-4734

ACCIDENT / INCIDENT REPORTING AND RESPONSE

In the event of an injury or accident, follow these procedures:

- 1) Determine if anyone is injured and if emergency response must be activated (such as calling 911).
- 2) If a victim is unable to move without help, stabilize the individual and call for help.
- 3) Provide first aid treatment if needed and/or transportation to or notification to appropriate professional medical help.
- 4) Contact 911 for all head trauma injuries, electrical shock injuries, serious neck and back injuries, protruding broken bones, whenever the employee is unable to get up or walk on their own, any loss of consciousness, any other injury or potential personal medical situation such as signs of stroke or heart attack. (See First Aid Policy)
- 5) Immediately notify an Andersen supervisor, or emergency response team member.
- 6) Send someone to help direct emergency vehicles to the appropriate area(s).
- 7) Activate any Site-Specific Emergency Action Plan if determined necessary.
- 8) Secure the accident area for a thorough investigation. Securing the scene of an accident may entail the following:
 - a) Securing the area with tape, fencing or other appropriate means;
 - b) Do not allow any item in the immediate area or involved in the event to be moved unless necessary to provide or ensure medical treatment;
 - c) Assigning someone to ensure no one enters the area;
 - d) Photo documentation.

- 9) Secured areas shall only be released when it has been determined that the event has been properly documented and there is no longer a need to secure for regulatory agencies.
- 10) **Immediately notify the Project Superintendent** and Andersen's Safety Department. (See page iv for contact numbers). **Failure to report an on the job injury or accident immediately may be grounds for termination or removal from site. Any subcontractor whose supervisor fails to properly report an injury or accident AND secure the scene allowing for an Andersen representative to investigate may be removed from site.**
- 11) **Subcontractors must cooperate with Andersen's efforts to conduct an effective incident investigation.**
- 12) Any required regulatory reporting will be made by or coordinated through Andersen's Corporate Safety Department. Subcontractors must coordinate their regulatory reporting with Andersen's Corporate Safety Department since any AI response will involve Andersen and the employee's employer. Federal OSHA and most state plans require notification of fatalities and/or catastrophes within 8 hours. Washington State Labor & Industries requires overnight hospitalizations be reported within 8 hours; Oregon OSHA requires notification within 24 hours. Jurisdictional regulatory reporting will be verified anytime an overnight hospitalization occurs.
- 13) In the case of a serious injury or illness an employer representative should accompany or follow the injured to the hospital. For a non-life threatening injury, appropriate transportation shall be provided for the injured worker. Injured workers should not drive themselves. A supervisor or designated employer representative should remain with the injured worker at the site of care for the initial medical visit.
- 14) The foreman, superintendent, and/or site safety representative will complete the Andersen Accident Report Form and any other necessary forms. Each respective employer must also complete an Andersen non-employee accident investigation form. These forms must be emailed to #Incident Report or IncidentReport@andersen-const.com within eight (8) hours.
- 15) If the injury or accident is serious, work will not continue in the area and tools and/or equipment involved will not be used until the cause has been determined and corrective action has been taken.
- 16) Any injured Andersen Employee shall complete the employee's portion of the Insurance Form, the Employee's Report of Accident Form, and the Employee Responsibility Form. These forms must be completed immediately following medical treatment or while waiting for medical treatment. The employee should also be put in contact with Andersen's Claims Department immediately following medical treatment.
- 17) All Employees requiring medical treatment due to an on the job injury (unless the injured worker played no role in the event(s) causing injury), or who are identified as the potential cause of the event shall participate in a mandatory post-accident drug and alcohol test.
- 18) An incident review shall follow all injury accidents, property damage accidents, or other incidents as deemed necessary. It will be expected that all parties involved in the event be present and participate in the incident review to ensure that proper and accurate chronology of events and root cause can be determined.



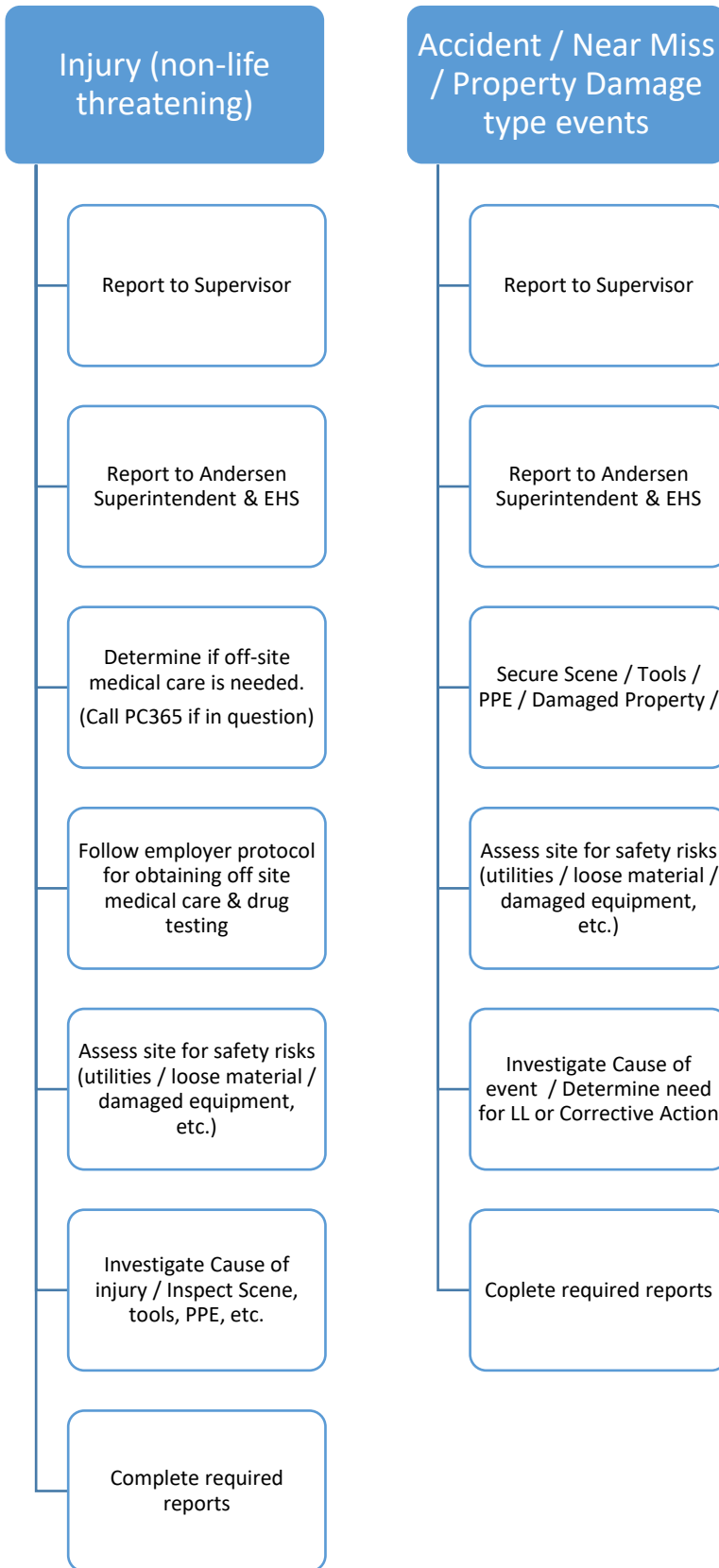
ANDERSEN AND ASI EMPLOYEE RESPONSIBILITIES REGARDING ON-THE-JOB INJURIES, NEAR MISSES OR ACCIDENTS

- 1) Report all accidents, injuries (including first aids) and potential injuries (such as pain above and beyond what may be considered soreness or discomfort), incidents, chemical spills, fires and near misses, no matter how slight, to your supervisor immediately. Reporting on your next work shift is not an acceptable practice.
- 2) If you need to see a Doctor, request the state specific Notice of Injury or your Employer's Workers' Compensation Carrier's Notice of Injury from your supervisor for completion.
- 3) Andersen makes every attempt to provide modified duty to injured workers. Inform your doctor that **modified work is available** to you.
- 4) Report all initial and subsequent findings and your progress to your Supervisor immediately following any physician's visit or treatment. As used herein, immediately shall mean within 24 hours.
- 5) Report to your next scheduled shift once the doctor releases you to work (part-time, temporary, modified, or regular).
- 6) Inform your supervisor of doctor appointments at least 24 hours in advance and return all paperwork from the doctor verifying the appointment if the appointment is during work hours.
- 7) Fully cooperate with the accident / incident investigation process, the insurance carriers, OSHA and any other investigative processes.
- 8) Fully cooperate with attending physician's recommendations for recovery.
- 9) *If you seek medical attention for an on-the-job injury after normal duty hours, you must contact one of the following individuals: your supervisor, the jobsite superintendent, the project manager, the safety representative assigned to your project, the Andersen Safety Director immediately. A drug test is mandatory for all personnel seeking medical attention for work-related injuries.*

Failure to follow Andersen's accident reporting policies may result in termination of, or may adversely affect workers' compensation benefits and/or result in disciplinary action.

Managing Injuries and Illnesses and Prescription Medications

To ensure the safety of all workers and the public, all Employees on an Andersen jobsite must be able to fulfill their essential job functions in a consistent state of alertness and safe manner. If you have sustained an injury or illness (whether work-related or off-duty) or have been prescribed any medications that could cause drowsiness and which impact your ability to perform your normal tasks, you are encouraged to contact your Supervisor or Human Resources Department.



MEDICAL SERVICES, FIRST AID & CPR

First aid support, supplies, emergency response and planning are an important part of construction safety. The purpose of this policy is to ensure that the employees working on Andersen jobsites have emergency medical services available in accordance with the applicable local, state, or federal regulations.

General Responsibility

It is the responsibility of the Superintendent to ensure that emergency planning is incorporated in jobsite safety. The Jobsite Emergency Plan should be completed at the start of the project and updated as needed. This Plan must be reviewed with personnel during weekly safety meetings on an as needed basis and posted for review.

The address and directions to the worksite must be posted in the jobsite trailer, lunch rooms (when feasible), temporary elevator (when available) and on the large first aid kits. Other feasible locations, such as first aid stands should be identified and used. If workers are badged, provide address on the badge or provide on a hard hat sticker.

Provisions shall be made prior to commencement of the project for prompt medical attention in case of serious injury. This shall include identifying the closest emergency medical centers, occupational treatment centers and ensuring a communications system is available to contact necessary emergency medical responders.

Although first aid training is available for all supervisory employees there will be no employee specifically "designated" as the first aid provider. Should an employee assist another person it shall be a voluntary act as a "Good Samaritan," hence the Good Samaritan Laws shall cover the rendering of first aid or CPR.

First Aid Supplies

All jobsites shall have readily available first aid supplies and bloodborne pathogens kits. Large jobsites shall have a large first aid box fully stocked in one of the jobsite trailers and a portable first aid kit a reasonable distance away from workers. Andersen's purchasing agent shall be contacted to obtain any needed first aid kits and supplies.

The jobsite supervisor or on-site designated safety representative shall establish on a weekly basis that there is an adequate supply of first aid supplies available.

Placement of first aid supplies

First aid supplies should be located not only in the jobsite offices and lunch rooms, but should also be readily available on the jobsite. Projects with temporary construction elevators should post first aid supplies, emergency response and notification equipment and perhaps even an AED in the elevator. Smaller first aid kits should be available on the uppermost deck under construction when feasible.

First aid kits in the field should be readily identifiable and in a watertight container. Even a bucket with a lid may be sufficient.

Automated External Defibrillators (AED's)

Oregon State Law requires that any facility of 50,000 square feet or greater where business is conducted and where more than 25 persons congregate to conduct business must have an AED on site.

Projects located in a remote location, where emergency response may be provided by a volunteer fire department or where otherwise emergency response may be otherwise prolonged or delayed are encouraged to have available an AED on site. The location shall be communicated and accessible during working hours.

Emergency Eye Wash Units

Approved, self-contained emergency eye wash units shall be readily available whenever hazardous, toxic or corrosive materials are handled. Self-contained eye units must be within 50 feet of potential hazards and must be replaced or refilled after use per the manufacturer's instructions. Protective measures must be taken to prevent the eye wash fluid from freezing.

Eye wash stations shall be inspected regularly and kept clear and clean in accordance with the manufacturer's instructions.

Transportation of Injured Workers

The job superintendent or other designated safety representative shall determine the need for transportation of an injured worker. Workers should not drive themselves to obtain medical care following an injury. Workers who have suffered electrical shock, severe head trauma, severe cuts, falls or other serious injury shall be transported by ambulance to the closest designated, appropriate medical clinic or hospital.

Emergency medical personnel such as 911 shall always be consulted for the following events.

- Head trauma
- Electrical shock
- Excessive or uncontrolled bleeding
- Loss of consciousness
- Falls
- Fractures
- Cardiac arrest, heart attack or stroke
- Severe burns
- Severe allergic reaction (anaphylaxis)
- Signs and symptoms of Heat Stroke
- Other conditions that warrant emergency treatment

Bloodborne Pathogens – Any blood soaked or other potentially infectious materials shall be handled using universal precautions. For more information see Andersen Bloodborne Pathogens Policy.

Hospital Protocol

Employees working within hospital projects are recommended to have current Hepatitis B Vaccinations. *On occasion, clients may require specific vaccinations due to seasonal influenza or pandemic event that requires personnel screening to comply with specific requirements.*

Infectious Illnesses

Some infectious illnesses, such as pink eye, may impact your ability to work on certain projects. Some clients initiate mandatory reporting procedures to protect immune deficient patients or residents.

Other infectious illnesses, such as MRSA infections, may need to be reported to ensure the worksite undergoes appropriate disinfection. Andersen respects employees' right to privacy but does request that we do not put others at risk unnecessarily.

Training

All first-aid/CPR training will be documented and filed with the Safety Department, located in the corporate offices. When employees receive training through outside vendors (e.g., fire departments) which has not been arranged by Andersen, the Certification of Training issued by the training agent will serve as the documentation of the training. The training documentation will be kept in accordance with Andersen document control policies, or a period of 3 years, whichever is longer.

Guideline for responding to typical construction injuries and other illnesses

The training materials used and supplied to first aid/CPR trainees should be kept readily available by trained personnel as they serve as an excellent guide to responding to medical emergencies.

Responding to Medical Emergencies

Use the **SETUP** program

- **Stop** – Pause to identify any hazards
- **Environment** – Consider the hazards associated with your surroundings
- **Traffic** – Be alert to the dangers of traffic
- **Unknown Hazard** – Consider hazards that are not readily apparent
- **Protect Self and Patient** – Use barriers; prevent further harm to the patient

24 Hour Nurse Hotline - PC365 – 1-877-217-4734

Andersen utilizes a nurse hotline. This hotline is available to anyone who suffers an injury on any Andersen jobsite.

If the injured worker is not sure if he / she should seek off-site medical care, contact PC365. This is staffed by RNs who can provide over the phone triage, self-care instructions, or the address of the closest medical clinic.

Every jobsite should have a PC365 posting.

To Speak with a Registered Nurse Call:

1-877-217-4734

This is a medical advice nurse service provided by Andersen to any worker injured during the course and scope of work on an Andersen worksite. This service can provide information on when to seek medical treatment for your injury, where the closest qualified provider is located, and how to care for your injury at home.

GENERAL JOB SAFETY PROCEDURES

Compliance with Andersen's Safety Procedures (which follow Federal and State Standards) is mandatory and includes, but is not limited to:

Hazard & Accident Reporting

Report unsafe conditions or acts immediately. Identified unsafe conditions must be reported to Andersen and/or your supervisor upon discovery. If your supervisor does not or cannot correct the identified hazard, notify an Andersen representative. You are not required to work under any unsafe condition.

Any identified hazard of the following nature **MUST** be corrected or protected immediately.

- Any condition identified as capable of causing serious injury or fatality, such as:
 - Fall exposures in excess of 6 feet; (4 feet in Washington)
 - Struck by hazards
 - Caught in hazards
 - Confined space violations
 - Electrical hazards capable of causing arc flash / blast or electrocution

Site Access and Management, including Required PPE

Access to Andersen worksites is restricted to properly orientated contractor employees and those authorized by the owner and contractor. All visitors must sign in at the jobsite office prior to accessing the construction areas of the jobsite. The signing of a waiver will be required.

All consultants, including safety representatives of subcontractors, must sign in prior to accessing the project. If the visitor is a safety representative or consultant, or other specialty provider such as a crane or mast climbing work platform inspector, said site visitor is required to report out findings to a designated Andersen Supervisor.

Cell Phones & Radios

*Listening to music on AM/FM radios, iPods, mp3 players, walkmen, mobile phone, or any other headphone music device **is prohibited** as this may impact your ability to fulfill your essential job functions in a consistent state of alertness and safe manner and interfere with your ability to hear, recognize, or otherwise know of an emergency.*

The use of personal cell phones for personal business is not advised on the construction site itself. The use of cell phones shall be conducted with the utmost care and users shall not commence their conversation until they have moved themselves to a safe location free from moving work activities.

The use of a cell phone to report hazards may be allowed on a project, provided it can be used safely. The use of a cell phone to photograph or otherwise document an accident, especially if documenting the accident is not a part of your position, can result in said cell phone being subpoenaed as part of the accident investigation.

No individual shall operate a forklift, aerial lift, backhoe, trackhoe, bobcat or other heavy machinery, equipment, or other tool that requires both hands while talking on a cell phone or radio unless it is directly related to the safe operation of the machinery and a hands-free device is being used.

Smoking and tobacco use:

Construction sites are places of employment and therefore smoking is only allowed at the designated smoking areas. This includes e-cigarettes. E-cigarettes are not allowed to be carried on the person, stored in the jobsite offices or lunch rooms, or anywhere inside the perimeter of the jobsite.

Some projects may not allow any smoking or tobacco use on the project property. This includes all healthcare, education projects and LEED certified projects.

Hygiene and Sanitation:

Eat in designated areas only. No consumption of chewing tobacco, sunflower seeds, or food in the interior of the project unless allowed by Andersen supervision.

Workers are encouraged to wash their hands prior to eating, especially if working at a healthcare facility, handling any chemicals, metals or other toxic materials.

Clean, tepid wash water, shall be provided for workers to wash their hands.

An adequate supply of accessible toilets shall be provided for employees per the following table and guidelines:

Washington		Oregon / Idaho / Federal OSHA States	
# of Employees	# of Required Toilets	# of Employees	# of Required Toilets
1 - 10	1	20 or less	1
11 - 25	2	20 or more	1 toilet seat & 1 urinal per 40
26 - 40	3	200 or more	1 toilet seat & 1 urinal per 50
41 - 60	4	Oregon also requires that the minimum # of required toilets on all projects greater than 1 million in value be of the flush type with warm wash water.	
61 - 80	5		
Over 80	1 additional toilet for each additional 20 employees		

Elevator units, or units consisting of a holding tank only are not acceptable, unless they are individually located in a lockable room which affords privacy.

The location of facilities shall be as close as practical to the highest concentration of employees. On multi-story buildings, they shall be provided on every third floor. At all jobsites, they shall be located within 200 feet horizontally of all employees.

An adequate supply of potable (drinking) water shall be provided. Each employer is responsible for ensuring they are providing adequate quantities of drinking water. Adequate quantities may change depending on environmental conditions such as weather, working environment, or PPE requirements.

Daily Safety Planning

All trade workers shall be expected to participate in, understand and follow their work plans as applicable to their tasks. Subcontractors shall review their Site-Specific Safety Plans and Job Hazard Analysis with their trade workers so they may properly execute the Pre-Task Plan.

Pre-Task Plans shall be submitted to Andersen prior to said work commencing. Pre-Task Plans shall be reviewed daily by the trade workers, signed off daily and available in the work location. Completed Pre-Task Plans must be submitted to Andersen at the end of the task or each week.

Pre-Task Plans shall be reviewed in the work location and work shall stop and the plan be updated if the conditions change. Walk the area with the Pre-Task Plan daily to identify previously unidentified conditions or changing conditions.

Mental distractions, lack of planning and a change in the plan are a leading contributor to incidents.

When a site condition or process arises that differs from the plan or was unexpected, **STOP**. An accident is defined as an unexpected event with potential for unwelcome outcomes. Often during accident investigation, it is discovered that a process was changed on the fly, an anomaly was ignored, or an unexpected condition existed. When this occurs **STOP, RE-EVALUATE, RE-ASSESS, RE-PLAN & RE-EXECUTE**.

Equipment and Vehicles:

- Only company vehicles shall be allowed in the interior of the active construction zone and only with Andersen authorization.
- Personal vehicles shall not be allowed into the active construction zone unless being used for company purposes and only with Andersen permission.
- Parking of private vehicles inside the active construction zone is not allowed, unless expressly permitted by Andersen.
- Operate only equipment you have been trained and authorized to use. Seatbelts or other safety protective equipment must be worn when required or so equipped for use.
- An unimpaired horizontal clearance of not less than 3 feet shall be maintained between the rotating superstructure of any mechanical equipment and any adjacent object or surface. If this clearance cannot be maintained, barricades shall be installed to isolate the hazardous area. Barricades must be a solid object; red danger tape will not suffice as a barricade for pinch points.

Miscellaneous Rules & Guidelines:

- Elevator shafts with elevators that are substantially complete, inspected and permitted by the state licensing authority or under the control of the elevator contractor shall only be accessed by the licensed elevator contractor or state elevator inspector unless accompanied by the elevator contractor or state elevator inspector.

The following acts by any employee or subcontractor personnel can constitute grounds for immediate removal from the Site:

- Arrival at the job site under the influence of, or use of while on-site, alcohol or narcotics.
- Gambling, fighting, inciting riots, offensive or vulgar language, literature or artwork, practical joking and horse play.
- Possession of firearms, ammunition, fixed blade knives not for construction work, or dangerous weapons while on the jobsite.
- Theft of material, equipment or supplies.
- Damaging, mutilating, or willful misuse of equipment, tools or other facilities.
- Unauthorized use of company vehicles or reckless driving.
- Repeated or major violations of Safety Regulations.
- Violation of Andersen's Anti-Harassment or Workplace Violence Prevention policies

Willful violation of safety rules, or safe work practices; repeated or serious violations of safety regulations are grounds for immediate removal from the jobsite.

Repeated safety violations committed by personnel from the same organization can result in removal of the supervisor from the project.

WORK PERMITS

Some work procedures may require a permit prior to proceeding. Some of these work permits will be client and campus specific, while some may be Andersen specific. The following permits may be required:

- Energized Electrical Work Permit - Andersen recognizes NFPA 70(E) as the standard that sets the requirements for Electrical Safety in the Workplace. Specifically, the procedures for establishing an electrically safe work condition and energized electrical work activities. Anytime it has been determined that Energized Electrical work activities must commence, an Energized Electrical Work Permit must be completed by the qualified electrician employed by the designated electrical contractor and signed by a qualified and authorized representative of the Host Employer. An authorized representative from Andersen must also sign said permit, documenting knowledge of the work to commence. The signing of this permit does not indicate representation as a “qualified person.”

- Flame / Spark / Flammable Chemical Permit (Hot Work) – This permit is for all burning, welding, soldering, or other spark producing work within a work area where there is potential for something to catch fire. This permit may also apply to the use of highly flammable chemicals or solvents; especially whenever spray applied. This permit will be issued daily by either Andersen’s Site Safety Representative or the applicable Andersen Superintendent.

- Permit Confined Space Entry Permit – This permit must be completed prior to the entering of any permit required confined spaces. The permit along with all entry, training, rescue and safety requirements shall be the responsibility of the employer performing entry. The permit must be reviewed with Andersen Supervision prior to entry. Employers will be expected to determine if a confined space is permit required via testing and other applicable evaluations.

- Crane-Suspended Personnel Platform Permit – this permit is required prior to using a crane for lifting personnel in a suspended platform. This permit will be issued when it is determined by Andersen’s Site Safety Representative that the use of the platform is the only feasible method of accomplishing the task. The safety checklist included with the permit will be utilized prior to hoisting personnel.

- Utilities Shut Down Permit – These permits are typically issued by facility personnel on occupied facilities.

- Interim Life Safety Measures / Infectious Control Work Permit - Healthcare campuses may require a work permit prior to commencing construction activities to ensure compliance with the ILSM / Infectious Control Measures.

- *Utility Safety Incident & Impact Prevention (USIIP) Permit – An Andersen Permit that must be completed and reviewed with onsite Andersen Supervision prior to drilling, pile driving, excavating and sawcutting within the reasonable tolerance zone of underground utilities.*

- *Excavation and Trenching Permits – Required for any planned excavation which is outside the reasonable tolerance zone of located utilities. Excavations within the reasonable tolerance zone of located utilities requires the USIIP.*

- Concrete Penetration Permits – Any planned impact of concrete slabs, especially post-tension decks, concrete walls, ceilings or columns will require an Andersen Permit prior to the commencement of work.

PERSONAL PROTECTIVE EQUIPMENT

Personal Safety Equipment

Minimum personal protective equipment (PPE) must meet applicable ANSI standards and shall be worn on the jobsite at all times, except in designated PPE Free Zones. Designated Free Zones will be specifically labeled or otherwise identified as such and may include the office and parking areas that do not serve as the laydown yard.

Rock climbing equipment may not be used for fall protection equipment on Andersen jobsites.

Minimum Jobsite Required Personal Protective Equipment

The following PPE is required on all Andersen jobsites:

- Hardhat;
- Gloves
- Safety Glasses (non-safety rated prescription glasses are not adequate eye protection);
- Boots - Leather style, ankle supporting work boots (Safety toe / safety rated boots may be required based on task).

Other PPE may be required based on the jobsite conditions, activities or client rules.

Hard Hats

- Must be in good condition, pass inspection and meet ANSI Z89.1;
- Must be Type I or Type II, Class E or G. Class C hard hats are **not** allowed onsite;
- Should be inspected regularly and replaced when necessary;
- Must not have electrically conductive decorations or devices;
- Must be worn during elevated work, such as when working on a ladder or scaffold, regardless of stage of construction. (Example: even if the project is in the punch phase, hardhats may still be required and will be required if workers are still working on elevated work platforms.)
- Should be replaced if impacted by a fall or fallen object.

With the exception of office environments, long hair must be contained by some means or manner that will not cause danger to an employee from fire or entanglement in moving machinery.

Eye & Face Protection:

- All safety glasses shall be ANSI Z87 compliant and be marked such.
- Safety goggles or safety glasses with full face shields are required when grinding or performing other activities with potential for heavy flying particles that can get around side shields on regular safety glasses. Additional forms of eye protection will be required as prescribed by OSHA standards or the work hazard.
- Work activities that require eye and/or face protection in excess of safety glasses shall be identified in the JHA or PTP.
- Work activities that require face shields, such as the use of chemicals that can splash, use of a cut off or chop saw, or grinder shall still require the use of safety glasses under the face shield. The face shield shall be specific and appropriate to the task.
- Overhead dust creating activities will require a face shield over safety glasses or safety goggles.
- Employees engaged in welding must use filter lenses or plates of not less than No. 10 shades.

- Employees who are assisting welders should not look directly at the welding process and must use approved eye protection.
Burning goggles with a minimum No. 4 density and plastic cover plate on both sides of the filter lens are required for all gas welding and burning.
- Employees engaged in operations using lasers will use laser safety goggles suitable for the density of the laser beam being used. Such goggles will be marked showing the visible light transmission, the laser wavelength for which such goggles were intended, and their optical density.

Clothing

Appropriate clothing must be worn on the jobsite. Appropriate clothing may be dictated by the type and location of the project and will be dictated by the site rules. For example, clothing when working inside occupied facilities shall be clean, in good condition and not of an offensive nature.

- All clothing worn must comply with general work and safety practices.
- Do not wear clothing that could get caught in machinery or otherwise cause an accident (e.g., sagging pants, baggy shirts, torn or loose long sleeves, torn clothing).
- Shirt sleeves should cover the shoulder and upper arm; shirts will cover the torso.
- Long pants must be worn **at all times**.
- Pants must be appropriate for the work being performed. For example, Lycra, stretch, sweatpants and/or nylon clothing is not appropriate for construction work.
- Pants should not be too baggy nor have accessories that can become entangled in machinery or cause a trip hazard.
- Loose jewelry or frayed shirts are not to be worn around machinery.
- Employees working on projects with security issues or concerns (e.g., healthcare, occupied data centers, occupied housing, etc.) are encourage to wear clothing and/or PPE that identifies the worker and their employer.

Highly Visible Clothing

High visibility vests or equivalent must be worn on the construction site during use of heavy equipment, when workers are exposed to highway type vehicles on the jobsite or other equipment that may pose a hazard to workers working or walking around the equipment, or when required by the site rules. High visibility clothing also is necessary when working near, with, or under the hook of cranes. *When selecting high visible clothing, the hazards of the work activity must be considered. Each trade must evaluate the potential for sparks or other hazards that may be incompatible with the high visible clothing. Should a hazard of flame exist and the high visible clothing is not appropriate for the hazard, high hazard vests or similar PPE should be removed for the task at hand.*

When workers may be exposed to highway type traffic, a high visibility vest, jacket or shirt must be class 2. Highly visible clothing shall be Bright Orange, Bright Yellow (lime green / yellow) per the applicable ANSI standards and/or MUTCD.

Gloves & Hand Protection:

Gloves shall be provided by each contractor and worn 100% of the time when on the jobsite. Hand protection will be provided by each contractor and should be specific to the task, or as directed by any applicable Safety Data Sheets.

Glove Types:

- Cut resistant gloves appropriate to the task should be selected when handling sharp objects such as sheet metal.
- Nitrile, PVC, or rubber coated gloves are to be used for special types of work (e.g., solvents, chemically treated material). Check SDS and manufacturer for specific type of glove required. Additionally, most glove manufacturers such as Best Glove and Ansell have glove selection guidelines available on their websites.
- Dielectrically tested rubber gloves are to be used on all power-line work and where there is possible contact with energized circuits (e.g., concrete breaking, drilling, and excavating). Always inspect before using. Check with your supervisor for proper storage.
- Anti-vibration gloves must be used on all vibrating tools unless the tool is equipped with anti-vibration dampening or the tool handle is wrapped with anti-vibration tape. No one person should be allowed to operate non-dampened vibrating tools such as jackhammers and/or rotohammers for more than two hours without a short break or job rotation.

Hearing Protection

Hearing protection in the form of earmuffs or approved earplugs shall be worn on all high noise level jobs above 85 dB, when required by project rules, when using power tools or when directed. Cotton or tissue paper will not be used as earplugs. **Hearing protection must be on the person available for use at all times.**

Noise levels greater than 115 decibels require ear protection for even short periods of time. Noise levels above 105 decibels may require the use of earplugs and ear muffs. If you must raise your voice to be heard at an arm's length away, hearing protection is required.

Noises and Levels

Decibels	Noise Source	Decibels	Noise Source
65	Conversational Speech	80 – 90	City Traffic; Diesel air compressor
95	Lawn Mower; garbage disposal; Graders	95-102	Circular Saw; snowmobile
95-105	Train @ 50'; front end loaders; crawler tractor	90 – 120	Power shovel cab; earth moving equipment; video arcade; motorcycle; radio headset; rock concert; motorboats
125	Chain saw	130	Jackhammer
155	Auto stereo market	163 - 170	Rifle; handgun

This table demonstrates that there are many personal activities that also should incorporate hearing protection.

Legs, Thighs, Knees, Shins, and Ankles

- Pointed tools must not be carried in pockets.
- A canvas or leather tool sheath hung from the belt is acceptable. All Points Down.
- Shin guards, chaps, spats, etc. are to be considered when using special equipment such as chainsaws or brush hooks and where snake bites are possible.
- Kneepads should be used when a lot of kneeling is required, such as during concrete finishing and patching.

Feet and Toes

Footwear must be sufficient for the task and trade and in compliance with applicable regulatory requirements for the jurisdiction of work site. At a minimum, footwear shall consist of substantial construction, made of leather or similar equally firm material, have a sole that will not create a slipping hazard and provide ankle support.

Activities that require safety toe footwear must be identified on the PTP and said employer will be responsible for ensuring the employees have the appropriate level of foot PPE.

Footwear that has deteriorated to a point where it does not provide the required protection shall not be used. Steel toe footwear with the steel exposed through the boot shall not be allowed.

Sneakers, sandals, and other shoes of this description are not to be worn at any time on the construction site but may be allowed in office trailers.

Rubber boots with safety toe protection should be provided on jobs subject to chemically hazardous conditions. Rubber boots in good condition should be worn when working in concrete. Rubber boots worn for wet conditions should be in good condition, with a good slip resistant sole and preferably some form of ankle support.

Foot guards must be worn when using jack hammers, tampers and similar equipment, unless safety toe boots are worn.

Respiratory Protection

Under normal working conditions on an Andersen jobsite, you should not need a respirator. For special work processes, such as grinding, demolition and some sweeping, respiratory protection may be necessary. Appropriate respiratory protection must be provided by your employer and is to be used for protection against excessive concentrations of dusts, mists, fumes or vapor and gases, or from oxygen deficiency.

Any employee whose job entails a reasonable expectation of having to wear a respirator must maintain a clean-shaven face in the seal area. The appropriate respiratory protective devices must be provided for the hazardous material involved and the extent and nature of the work performed. If you are required to use respiratory protective devices, make sure you have been medically cleared, fit- tested, and instructed in their use.

Make sure that all respiratory protective equipment is inspected regularly and is maintained in good condition. Respiratory equipment must be stored in a dust-proof container between uses.

FALL PROTECTION, FALLING OBJECT PROTECTION, AND FLOOR HOLES

Fall Protection: Falls continue to be a leading cause of injury and fatality in construction. Fall protection must be planned carefully and in advance. Providing proper fall protection may not always be possible on the spur of the moment. An effective Fall Protection Work Plan should include the people, the structure, the equipment, access to the structure, and the work processes. Anytime there is potential for a fallen worker to be suspended, rescue considerations must be part of the plan.

Andersen works in multiple states and the applicable fall protection in construction regulations vary. All work activities with fall exposures shall incorporate the applicable and appropriate fall protection measures to ensure worker safety and regulatory compliance.

In addition to regulatory compliance, Andersen requires fall protection when workers are exposed to fall distances of 6 feet or greater regardless of trade, with limited exception, unless infeasible or when applicable local OSHA regulations are more stringent. Washington State Fall Protection Rules for Construction is one example of local regulations which are in certain circumstances more stringent than Andersen's 6 foot rule.

Safety monitoring systems for fall protection are NOT allowed as a sole means of fall protection unless traditional fall protection is infeasible. Safety monitors for fall protection or falling objects are only allowed to warn others of a hazard in transition or in the process of being corrected and/or protected and those involved in the work activity or correcting the hazard are adequately protected from the fall exposure. Scaffold erection without the use of fall protection is not allowed unless traditional fall protection is infeasible.

Infeasibility must be established prior to work commencing and an acceptable Fall Protection Plan must be implemented. A written plan proving infeasibility and the most protective means of doing the work must be submitted prior. It must be site specific and will be evaluated on a case by case basis. Infeasibility decisions must be approved by the Corporate Safety Director and an Andersen Vice President.

Guardrails:

Guardrail systems shall be provided on established floors as a primary means of fall protection. Guardrail systems consist of a toprail, midrail(s) and toeboard(s). It is crucial that guardrail systems be installed such that the top rail is 39 to 45 inches from the walking surface, with a mid-rail halfway between. Toe boards shall be securely fastened with no more than a ¼ inch clearance above the floor level and be at least 4" in height. For cable guardrail systems, follow spacing regulations per the applicable OSHA regulations.

When installing guardrail systems, the stanchions shall be properly planned and installed to ensure the top rail can support the minimum pressure of 200 pounds in any downward or outward direction.

When installing wood or steel guardrails, the rails shall be free of jagged edges, double penny nails that protrude and other rough edges that can catch clothing or cause injury. Overlaps should occur at posts- not mid-span - to ensure proper strength of top and mid rails.

When installing guardrails that must be frequently moved, such as at landing areas, they shall be designed such that they cannot be removed accidentally. Example: End supports shall surround the 2 x 4 such that to remove the top rail, it slides out of place, not lifts upward.

When installing cable guardrail systems with angle iron stanchions, corner posts shall have a supporting knee brace that attaches just below the top rail. Attaching knee braces at the midpoint does not provide enough strength to properly hold the stanchion upright when tightening the cable with a turnbuckle to remove the slack.

Cable top rails must be marked with highly visible material every 6 feet. A highly visible duct tape is recommended to keep it positioned properly as caution or danger tape tied to the cable does not remain in place.

When guardrail systems are used at ladder ways they shall be provided with a gate or be so offset so that a person cannot back off the edge or walk directly into the hole.

Personal Fall Protection:

- ALL WORKERS WEARING PERSONAL FALL PROTECTION MUST BE ADEQUATELY TRAINED PRIOR TO USE.
- ALL SUBCONTRACTORS ARE REQUIRED TO SUBMIT VERIFICATION OF TRAINING.
- Personal fall protection equipment and gear shall meet the applicable ANSI Z359 Standard(s).
- Personal fall protection in the form of a body belt is not allowed. Full body harnesses must be used, even for fall restraint.
- Personal fall arrest systems consist of a suitable anchor point (5000-pound strength or safety factor of 2, designed and used under the supervision of a qualified person), connection device, such as a lanyard, self-retracting lifeline or vertical lifeline, and a full body harness. Body belts are not allowed for fall protection.

The following should be remembered when using personal fall arrest systems.

- Always inspect every component before each use – EVEN if brand new. Look for improperly set rivets, tears, wear, defective snap hooks, burns, chemical erosion, broken threads, valid labels and impact indicators.
- Manufacturers such as DBI Sala, Guardian and Miller provide excellent online resources for proper inspection.
- If defective equipment is found, tag-it and remove it from service immediately.
- Ensure that your fall protection components are compatible. If unsure, contact your supervisor or the manufacturer.
- Become familiar with the manufacturer use, maintenance, repair and storage instructions.
- Anchorage points for fall arrest must be capable of supporting 5000 pounds or twice the maximum intended load when the anchor point is selected, designed and used under the supervision of a qualified person.
- The anchorage point for fall protection should always be located above the middle of the back. If this not possible, such as during steel erection or roofing work, the maximum fall distance of 6 feet should not be exceeded when feasible.
- When setting up personal fall protection, ensure that the worker cannot impact a lower level. This will require verification of the extension distance created by shock absorbers utilized within the system.
- If the fall distance of 6 feet will be exceeded due to the nature of the work, such as during steel erection, ensure the fall protection equipment in use is rated for a fall greater than 6 feet.
- Anchorage points shall not be flowable materials such as sand or material that can be separated such as a bundle of rebar or pipes that may weigh 5000 pounds or more.

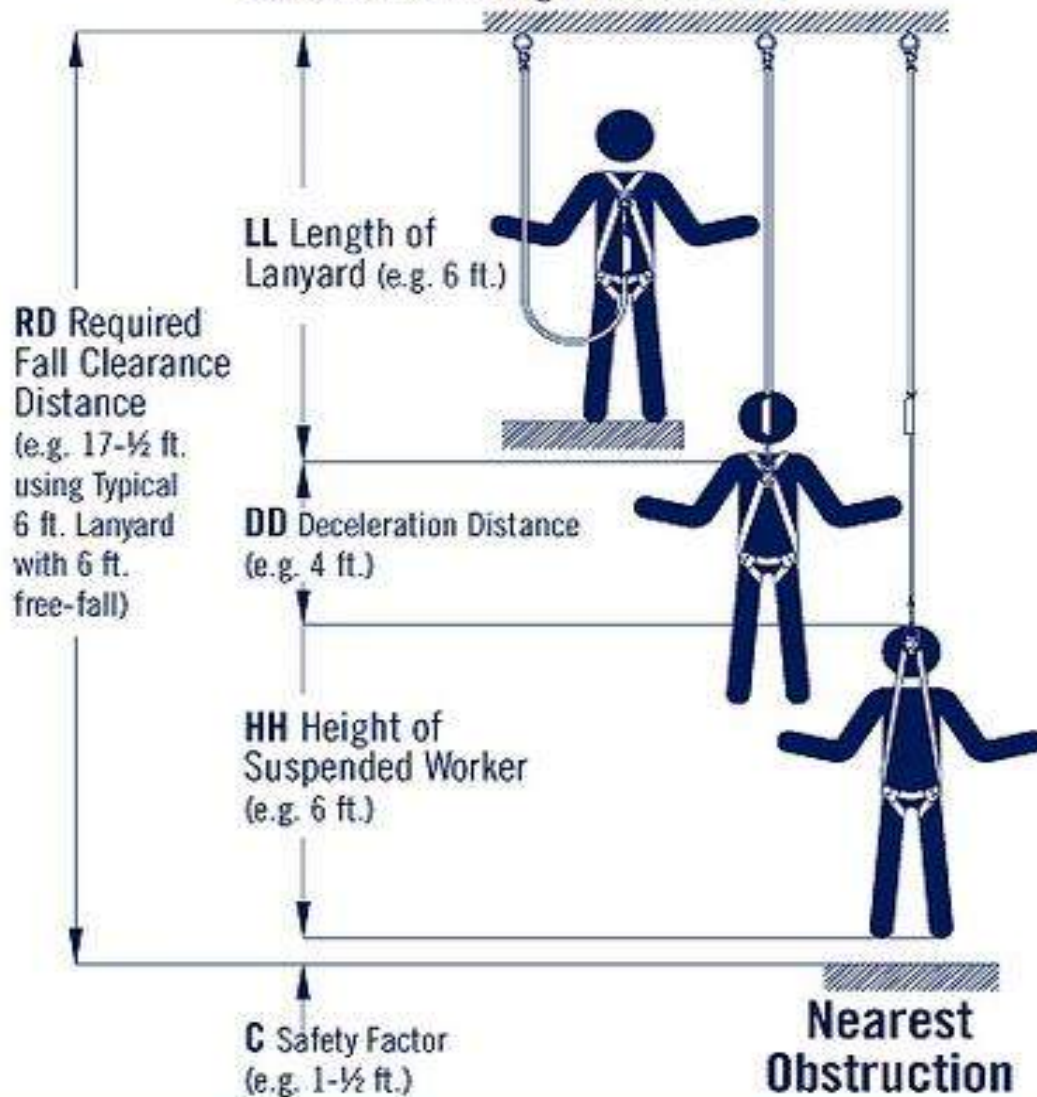
- Personnel working in a full body harness should have a rescue lanyard or trauma strap on the harness to assist in the event of a fall.
- Horizontal lifelines must consist of a manufactured system (such as DBI/Sala, Guardian, Protecta) connected to a properly rated anchorage.
- The use and installation instructions for horizontal lifelines must be provided.

Common Fall Protection Equipment Violations:

- Always verify that the snap hook completely closes around the anchorage connector. Never leave a snap hook gate open when in use.
- Do not tie back lanyards to themselves unless they are designed for that purpose.
- Do not tie knots in fall protection equipment.
- Do not put knots in rope lifelines above the rope grab.
- Do not connect lanyards together to increase working distance.
- Do not connect the unused tail of a twin leg lanyard to an unused side D-ring on your harness.
- Do not use a lanyard with a self-retracting lifeline - only a manufacturer allowed pigtail or shock absorber.
- Do not connect two body connectors (SRL, lanyard, lifeline) to one anchorage unless the anchorage point and connector is designed for two or more persons.
- Do not keep sharp objects such as keys or pocket knives in your pants pockets when wearing fall protection harnesses.

CALCULATING YOUR FALL DISTANCE

Measured From Rigid Anchor Point



$$RD = LL + DD + HH + C$$

- 1) Add 1 ft. to **DD** for free-fall over 6 ft. up to 12 ft. or for person over 310 lbs. up to 420 lbs. with 6 ft. max. free-fall for ANSI & OSHA compliant lanyards.
- 2) Add 1.7 ft. to **DD** for Canadian CSA Z259.11-05 (E6) compliant lanyard.
- 3) D-ring slide and harness stretch factors are built into **HH** and **C**.
- 4) **DD** shown in e.g. assumes maximum allowable amounts.
- 5) See User Instruction Manual for additional information.

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Picture courtesy Capital Safety

Warning Lines

- Warning line systems shall not be used as fall protection on roofs with slopes greater than **2:12** or as otherwise allowed by local OSHA regulations and must consist of ropes, wires or chains with a 500-pound minimum tensile strength and flagged every 6 feet with high-visible material.
- Whenever a perimeter guardrail section must be removed to load materials *into or out of the building, any workers engaged in the loading / unloading of materials not behind a guardrail must utilize proper personal fall protection equipment and anchorage devices. Additionally, protection must be provided for the surrounding workers not directly involved with the material movement activities.*
- Warning lines shall not be used in place of perimeter guardrail systems unless a guardrail system is not feasible due to the building design, required work activities or conditions.
- The temporary protection will be dictated by the building conditions and design but must meet OSHA requirements for guardrails or warning lines.
- Warning lines shall conform to the applicable OSHA regulations.
- Red danger tape on candle cones is not a warning line system for perimeter edge protection.
- Signage warning workers of the need for fall protection when working outside the warning line must be posted when warning lines are in use.
- Warning lines for roofing activities may be within 6' of a roof edge, provided there are not non-roofing activities simultaneously occurring.
- Warning lines for non-roofing activities must be a minimum of 10' from the fall hazard,

Scaffold Erection, Use and Fall Protection

- Scaffolding with a fall distance of 6 feet or greater must utilize a guardrail system when feasible and if it does not create another or greater hazard.
- Whenever guardrails on scaffolding higher than 6 feet above the lower level is not feasible, personal fall protection shall be provided.
- Mobile scaffolding used near or on a perimeter edge will require the use of personal fall protection equipment unless additional rails are added equal to the height of the mobile scaffold / work platform.

Fall Protection Near Excavations

Fall protection near excavations greater than 6 feet with vertical sides shall be planned and provided, unless it creates greater hazard. Greater hazard shall be determined jointly with Andersen and the excavation subcontractor and an appropriate Work Plan developed. Workers not directly involved in the excavation activities should be kept out of the work zone via the use of a warning system that is visible and clearly communicates hazard and intent. An example would be a warning line, pedestrian control system, water filled jersey barriers, and/or signage.

Employees at the edges of pits, wells, shafts and similar excavations 6 feet or more in depth shall be protected from falling by guardrail systems, fences, barricades or covers, or personal fall arrest system. Employees not directly involved in the work activity should be kept out of the work zone via the use of a warning system that is visible and clearly communicates hazard and intent. An example would be a warning line, pedestrian control system, water filled jersey barriers and signage.

Falling Object Protection:

Falling Object Protection shall be planned into any work that creates such a hazard. This may include perimeter safety netting, falling object netting and the tethering of tools. When possible, controlled access zones should be provided below overhead work and warning signs should be posted.

Anytime construction activities pose a risk of objects falling into an area accessible to the public, overhead and/or falling object protection shall be implemented. Construction site entryways or elevator landings with exposure to overhead work activities shall be provided with overhead protection for the workers.

Anytime work is conducted near an elevated edge, above a guardrail or outside a guardrail, or otherwise above an area where people may be, all tools, hard hats, radios, phones, ladders and other materials that can come loose shall be secured via the use of a tool lanyard or rope. Ropes should incorporate hooks or other such device so that the securement of the object is not dependent upon a knot. Falling object protection shall be incorporated into applicable PTP's.

Check the local jurisdiction for covered walkway requirements when working adjacent to a public sidewalk.

Table 3306.1 excerpted from the International Building Code - Protection of Pedestrians:

Height of Construction	Distance from Construction to Lot Line	Type of Protection Required
8 feet or less	Less than 5 feet	Construction railings
	5 feet or more	None
More than 8 feet	Less than 5 feet	Barrier and covered walkway
	5 feet or more, but not more than one-fourth the height of construction	Barrier and covered walkway
	5 feet or more, but between one-fourth and one-half the height of construction	Barrier
	5 feet or more, but exceeding one-half the height of construction	None

If at any time you have any questions, contact your supervisor immediately.

Floor Hole and Openings and Wall Openings:

- It is the responsibility of the trade creating floor holes and openings to provide adequate protection in the form of covers or guardrail systems.

Definitions & General Requirements:

- A floor hole is any gap in a working / walking surface greater than 1" through which an object could fall or a worker could trip.
- A floor opening is defined by Washington State DOSH as any opening in the working / walking surface 12" or greater and through which workers could fall.
- A wall opening is any gap in a wall that exceeds 30" vertically, 18" horizontally and through which workers could fall.
- Floor hole and floor opening covers shall be adequately marked, secured from accidental displacement and provide a safety factor of four (4).
- Floor hole & opening covers in Washington State that protrude more than 1" above the walking / working surface must be beveled.

Floor Holes:

- *Floor hole covers 1"-12" in size shall be orange in color.*
- *Floor hole covers shall be adequately supported to prevent accidental displacement.*
- Floor holes created in occupied structures are required to be fire rated equal to that of the floor structure.
- *Floor hole covers large enough for a point load from a scaffold, ladder, sheetrock cart, or aerial lift or similar, shall be capable of supporting 4 times the maximum anticipated load(s).*

Floor & Wall Openings:

- Floor openings shall not be left unguarded or unattended.
- Floor opening covers shall be appropriately marked to indicate hole.
- Floor openings (openings greater than 12" in diameter and through which a person can fall through) shall be protected on all open sides except at entrances to stairways.
- Floor openings shall be guarded by a guardrail system or cover that is rated for 4 times the maximum intended load.
- *Floor opening covers large enough for a scaffold to be set upon or rolled across, ladder to be placed upon, or aerial lift to drive on or over, shall be capable of supporting four (4) times the anticipated load(s) and marked with their maximum allowable load. A review by a qualified person or engineer may be required, such as when the floor opening cover materials do not have strength and/or load rating(s) data.*
- *Floor opening covers shall not be modified or removed without approval from a designated Andersen supervisor.*
- *Floor opening covers not designed for the loads generated by a scaffold, aerial lift, sheetrock cart or other object similar in nature shall have securely attached bumpers a minimum of a 4"x4" or doubled 2"x4" to prevent such equipment from being rolled, moved or pushed onto the floor opening cover. If there is no hazard or potential for such loads, bumpers will not be required.*
- *Floor openings through which materials or persons shall pass shall be guarded with a guardrail system complete with gates or removable guardrails.*
- *Floor openings which serve as ladder passageways shall be set up such that workers physically may not move from one ladder to another while being exposed to an unprotected fall hazard to level(s) below.*
- *Floor opening covers shall have adequate overlap and either be pinned, nailed or otherwise supported from movement from the top of the cover or be adequately supported from the underside to prevent movement.*

- Opening covers in roadways, aisleways or other areas which vehicles may drive shall be rated for a minimum of two times the maximum intended load or rear axle load.
- Persons removing a floor opening cover shall remain at the opening until the cover is replaced and act as a monitor until such time as the cover has been replaced or the opening has effectively been guarded. Monitors serving in this capacity must be protected from any fall exposures.
- Floor holes or openings not suitable for covers that can support four times the maximum intended load shall be guarded on all sides by a standard railing and toe board.
- Wall openings with a distance to the lower level greater than six feet shall be guarded with an adequate guardrail.
- Washington State requires wall openings with a distance to the lower level greater than 4 feet to be guarded. You must follow the more stringent local regulations.
- Wall openings above dangerous or hazardous conditions or equipment must be guarded at any elevation.

Additional General Fall Protection Rules:

- Red danger tape shall not be used to guard open sided floors or edges, with a fall distance greater than 4 feet or whenever aerial lifts are being used on the walking / working surface unless the purpose of the tape is to provide a short term, temporary barrier during a work transitioning period **AND** a safety monitor remains at the location.
- The monitor must remain until the guardrail or warning line system has been replaced.
- The area utilizing danger tape shall not be so large that the monitor cannot see the entire edge from his/her station.
- Warning lines shall consist of ropes, wires, or chains with a minimum tensile breaking strength of 500 pounds.
- Fall protection may be provided by guardrails, scaffolds, warning line systems, fall restraint systems, catch platforms, safety nets and personal fall arrest systems, whichever is appropriate for the condition and complies with the applicable regulations.
- Distance from an unprotected edge can never serve as protection.
- When stilts are used, additional railings must be added that are equal to the height of the stilts being used.
- When platforms or ladders are being used at perimeter edges or above guardrails that protect workers from falls to lower levels, either additional guardrails must be installed or the exposed worker must be protected from falling via personal fall protection.
- The removal of guardrails must not be done without the prior approval of Andersen with the exception when within a properly designated and protected loading / unloading area.
- Removal of guardrails must only be completed after workers directly involved in the activity requiring the removal have been properly protected from the fall exposure and workers not directly involved in the work activity have also been appropriately protected from the fall exposure.

Fall Protection Regulations by State and/or Andersen Rule:

Regulations are subject to change: Employers are responsible for verifying the table below.

Scope	Oregon	Washington	Federal States	California
General & Open Sided floors	6 Feet	4 Feet	6 Feet	6 Feet (ACCO Rule)
Non-walking working surfaces (WA – surfaces not 45” in all directions)	6 Feet	10 Feet (*subject to change – verify current LNI Code)	6 Feet	6 Feet (ACCO rule)
Fall Protection – Steel Erection	6 Feet (ACCO Rule)	6 Feet (ACCO Rule)	6 Feet (ACCO Rule)	6 Feet (ACCO Rule)
Residential Type Construction	6 Feet	10 Feet (*subject to change – verify current LNI Code)	6 Feet	6 Feet (ACCO Rule)
Scaffold Use & Erection	6 Feet (ACCO Rule)	6 Feet (ACCO Rule)	6 Feet (ACCO Rule)	6 Feet (ACCO Rule)
Excavations (vertical)	6 Feet (ACCO Rule)	6 Feet (ACCO Rule)	6 Feet (ACCO Rule)	6 Feet (ACCO rule)
Hazardous Slopes	6 Feet	4 Feet	6 Feet	6 Feet
Wall Openings -	6 Feet	4 Feet	6 Feet	4 Feet
Constructing the Leading Edge	6 Feet	4 Feet* (once 45”)	6 Feet	6 Feet (ACCO Rule)
Roofing work / leading edge	6 Feet	6 Feet (ACCO)	6 Feet	6 Feet (ACCO Rule)
Cranes	6 Feet (ACCO)	6 Feet(ACCO)	6 Feet	6 Feet (ACCO Rule)
Above dangerous equipment / impalement hazards	0 Feet	0 Feet	0 Feet	0 Feet
Well, Pits, Shaft (Excavation Activities)	6 Feet	0 Feet	6 Feet	6 Feet

Scope	Oregon	Washington	Federal States	California
Wells, Pits, Shafts, Trap Doors (Walking / Working Surfaces)	<i>0 Feet (ACCO Rule)</i>	0 Feet	<i>0 Feet (ACCO Rule)</i>	<i>0 Feet (ACCO Rule)</i>
Confined Spaces	0 Feet	0 Feet (retrieval device req'd @ 5')	0 Feet	0 Feet
Floor holes & openings (walk through size)	<i>0 Feet (ACCO Rule)</i>	0 Feet	<i>0 Feet (ACCO Rule)</i>	<i>0 Feet (ACCO Rule)</i>
Form & Rebar Work	6 Feet	4 Feet	6 Feet	6 Feet (ACCO Rule)
Hatchways & Chutes (in Walls w/ <39" sill / wall)	6 Feet	4 Feet	6 Feet	6 Feet (ACCO Rule)
Hatchways & Chutes in walking surface	<i>0 Feet (ACCO Rule)</i>	0 Feet	<i>0 Feet (ACCO Rule)</i>	<i>0 Feet (ACCO Rule)</i>
Skylights	<i>0 Feet (ACCO Rule)</i>	0 Feet	<i>0 Feet (ACCO Rule)</i>	<i>0 Feet (ACCO Rule)</i>
Ladder openings	6 Feet	4 Feet	6 Feet	6 Feet (ACCO Rule)
Low & Steep Pitched Roofs	6 Feet	4 Feet	6 Feet	6 Feet (ACCO Rule)
Manholes*	0 Feet	<i>0 Feet (Acco Rule)</i>	0 Feet	<i>0 Feet (Acco Rule)</i>
Ramps, Walkways, runways	6 Feet	4 Feet	6 Feet	6 Feet
Trucks & Equipment	NA*	NA*	NA*	NA*

- While Trucks & Equipment may be exempt from fall protection requirements, this does not mean that unloading of trucks shall be completed without a plan to minimize or eliminate fall exposures.

STRAINS AND SPRAINS AND BACK INJURY PREVENTION

Andersen has implemented a shift prep warm up routine. All Andersen Employees are required to participate unless prohibited to do so by a physician. We highly recommend you conduct appropriate warm up exercises at the start of your work shift and just prior to any strenuous task.

Back strains and other related muscle strains account for more than half of all work-related injuries. Unfortunately, many workers learn the proper method to lift safely or prevent musculo-skeletal injuries (strains and sprains) after an injury.

There are many construction ergonomics tools and resources available today. One valuable resource is Washington State's Caution Zone Job Checklist and Hazard Zone Jobs Checklist. For these checklists and other tools to prevent strains and sprains in construction, go to <http://www.lni.wa.gov/Safety/Topics/Ergonomics/>.

HOUSEKEEPING AND STAGING GENERAL RULES

General Housekeeping Rules & Guidelines

- Housekeeping is everyone's responsibility and must be done daily. Housekeeping needs to occur on a "your work basis". This means housekeeping should not just be every Friday occurrence but debris and materials should be cleaned, organized and removed from site as the work occurs.
- All construction personnel are responsible for their own, immediate working area.
- Conduit, rebar, metal banding and all-thread shall be picked up regularly and not allowed to hit the ground.
- Each jobsite **and employer** shall have readily available an appropriate spill kit for chemical products in use and equipment with potential to spill chemical fluids. (This includes forklifts, drill-rigs, cranes, generators, compressors, etc.)
- Some equipment, may be required to have a containment system capable of catching 100% of the potential spilled substance plus 10% if exposed to rainwater.
- Work stations that create oil, grease, or grit shall have a catch basin under the machine or operation capable of containing the material to reduce the potential for slips and trips and make clean up easier.
- Protruding reinforcing steel or other sharp objects which workers could fall onto or into must be guarded from impalement. Impalement includes scratches and abrasions. This includes horizontal rebar that protrudes at such an elevation that workers could fall into it (i.e., horizontal rebar that is more than 1 foot above the walking / working elevation).
- *If reinforcing steel protection must be removed to accommodate the work activity (i.e. the rebar cannot be tied to the next or adjacent piece of rebar with the protection still in place), the guarding must not be removed until the activity is taking place in that area. This means that guards on reinforcing steel on an entire run of rebar 20 linear feet (or 10 or 50 – whatever is appropriate) long should not be removed all at once. Reinforcing steel guarding must only be removed as the work activities progress. All individuals on a worksite can help keep reinforcing steel protected.*
- Trash buggies that contain sharp metals should be emptied prior to demolition waste and debris protruding over the top.
- Never block exit pathways with materials or debris.
- Keep stairways and ladder access ways clear of debris, cords and materials.
- Keep tools and working materials in proper containers.
- Do not throw building materials such as concrete formwork accessories on the ground – use containers that can be easily moved.
- Store trash, waste, and scrap in correct containers.
- All food garbage must be properly disposed of or eating will not be allowed in the construction area.
- Do not throw water bottles, caulk tubes or spray cans on the floor or ground – dispose of in a proper container.
- Store materials safely and properly.
- Do not store or dispose of combustible materials or debris in stairwells.
- Smoke in designated areas only, away from flammables and put cigarette stubs in butt cans.
- Do not spit chewing tobacco or sunflower seeds on solid floor surfaces.
- Keep the floor clear of tools, rod ends, metal shavings, conduit and all-thread.
- Clean up tools and work areas as your job progresses. Keep a small trashcan available at your workstation.
- Keep cords and hoses seven feet overhead or lay them flat outside walkways.
- Clean up spills or leaks right away. If a leak appears, find the source.
- Keep visqueen and other material that may blow away from elevated locations secured.

- All trash, waste, and scrap (such as trash, scrap metal, oily rags, broken glass, aerosol cans, and wood) must be placed in properly identified containers. **Recycle** as much as possible.
- Each subcontractor will be responsible to control and remove any materials or debris created by work performed by their employees. If Andersen Employees must clean up the subcontractor's employee's area, the subcontractor will be back charged all costs on a T&M basis.
- Materials shall not be stored within 6 feet of a perimeter edge unless the guardrail system is solidly meshed or the material is contained so that it cannot fall between guardrail posts and rails to lower levels.
- *Keep materials staged on elevated work platforms, such as scaffolds, properly contained such that the materials do not create a trip hazard nor a falling object hazard.*
- Hoses and electrical conductors across aisles or passageways shall be covered or suspended overhead so that there is no tripping hazard when possible.
- All lunchrooms, washrooms and restrooms shall be kept in a clean and sanitary condition. Garbage cans in lunchrooms and restrooms shall be equipped with fitted covers and the contents disposed of daily.
- *Do not store materials on elevated decks or similar structures immediately adjacent to public right of ways unless secured to prevent displacement during loading / unloading.*

SIGNS, SIGNALS AND BARRICADES

Use signs when necessary and remove them promptly when no longer required. Pay attention to signs - they mean what they say. Numerous warning and instruction type signs are available.

Signs are to be placed on barricade stands, posts, or other suitable locations. Before work starts they must be placed where they will be most effective and removed to proper storage when they are no longer needed. Signs must be legible and suitable for their intent.

DO NOT remove a sign or danger tag unless authorized by your supervisor. Observe caution and danger tape when posted. Do not overuse danger tape and/or caution tape. Use when necessary.

RED DANGER TAPE USE:

- Red danger tape shall only be used to warn others of a potentially dangerous area or operation that requires unauthorized personnel to stay out of the work area.
- Red danger tape is for temporary use only. Hazards existing beyond the end of shift shall be protected by more permanent barricading method **whenever feasible.**
- *Signage warning of the type of hazard, the company creating or controlling the hazard, the supervisor name and contact phone number must be posted.*
- *Unauthorized persons shall not cross red danger tape without permission from the authorized supervisor in charge of the activity for which the danger tape was posted.*
- *Red danger tape shall not be used to control access by the general public.*

YELLOW CAUTION TAPE USE:

- Yellow caution tape shall only be used to warn others of a hazard that does not pose serious or significant risk but can be safely navigated by knowledgeable persons. An example would be open floor holes in a slab on grade during plumbing activities.
- Signage warning of the type of the hazard, the company creating or controlling the hazard, the supervisor's name and contact phone number must be posted.

- Yellow caution tape shall not be used to control access by the general public.

PROTECTION OF THE PUBLIC

- *Whenever activities will be conducted outside of a construction site perimeter fence, an appropriately planned level of protection must be provided. This level of protection will differ depending upon the activity and the area of work. For example, pedestrian protection during crane activities shall consist of a solid barrier that prohibits children from walking under the protection, is tall enough that the average person could not easily cross, and requires purposeful movement to infiltrate.*
- Signage appropriate to the activity, environment and task must be posted.
- “Authorized Construction Personnel Only” is the standard suggested signage.
- No Trespassing signage must be placed on every perimeter fence and at each construction gate.
- Spotters may be necessary based on task and environment.
- *Solid barricades or other agreed upon warnings and barriers shall be used when working inside occupied facilities where client staff or customers may have access to our construction zones. Do not use red danger tape or yellow caution tape for this purpose.*
- Hoisting over public right of way or from the public right of way will require at least one trained flagger properly equipped with the OSHA Regulations and the Manual on Uniform Traffic Control Devices (MUTCD), wearing required high visibility clothing, and holding appropriate signage. All flagging activities shall be done in accordance with the MUTCD and other applicable state and local regulations.

For more information on accident prevention signs and tags see ANSI Z535.5-2011.

ACCESS & EGRESS

- *Stair towers, two ladders or double cleated ladders must be used in areas serving more than 25 persons, or in accordance with applicable jurisdictions.*
- Keep walkways clear. Access ways in construction that serve as exit pathways must have at least a 28” wide clearance.
- Access ways for access or egress in occupied buildings must conform with the applicable Life Safety Code for the occupancy.
- Free access shall be maintained at all times to all exits, fire alarm boxes, fire extinguishing equipment, and any other emergency equipment. Free access means clear of all obstructions.
- **Do not stage materials in such a manner as to block access to exits, entrances, stairways or elevators**
- DO NOT store any materials in an active stairway inside an occupied building.
- Whenever workers must pass under a scaffold or other overhead work, safe passage shall be provided by either providing overhead protection such as a canopy or providing protection such that dropped tools or materials from the overhead work cannot free fall.
- Exit paths shall be marked where the exit or way to reach it is not immediately visible.
- Multi-level buildings shall have the floor number visibly marked in the stairwells. The levels that have direct access outside shall be marked with exit signage inside the stairwells.
- A minimum of one stairwell in multi-level structures shall be kept continuously clear.

State Specific Access Regulations:

<i>JURISDICTION</i>	<i>REGULATION</i>	<i>REQUIREMENT</i>
<i>Federal States & Oregon</i>	<i>Subpart X – Ladders & Stairways</i>	<i>2 or more ladders shall be provided when ladders are the only means of access for 25 or more workers.</i>
<i>Federal States & Oregon</i>	<i>Subpart X – Ladders & Stairways</i>	<i>At least one point of access shall be kept clear to permit free passage.</i>
<i>Washington</i>	<i>Subpart J - Stairways</i>	<i>2 or more ladders shall be provided when ladders are the only means of access for 25 or more workers.</i>
<i>Washington</i>	<i>Subpart J - Stairways</i>	<i>At least one point of access shall be kept clear to permit free passage.</i>
<i>Washington</i>	<i>Subpart J - Stairways</i>	<ul style="list-style-type: none"> <i>Buildings 2 or more stories or 24 feet or more in height require at least one temporary or permanent stairway.</i>
<i>Washington</i>	<i>Subpart J - Stairways</i>	<i>Structures 3 or more stories or 36 feet or more in height requires two or more stairways.</i>
<i>Washington</i>	<i>Subpart J - Stairways</i>	<i>Wood frame structures requires the stairway be completed to a second or higher floor before studs are raised for the next higher floor.</i>
<i>Washington</i>	<i>Subpart R – Miscellaneous Construction Requirements</i>	<i>Personnel Hoists must be provided for access and egress on all multi-story buildings where vertical travel exceeds 60 feet from a ground level access point.</i>
<i>California</i>	<i>Article 18 Access & Egress; 1629 Stairways and Ladders</i>	<i>In all buildings 2 or more stories or 24' or more in height or depth, permanent or temporary stairways shall be installed.</i>
	<i>Article 18 Access & Egress; 1629 Stairways and Ladders</i>	<i>A minimum of 1 stairway shall be provided for buildings and structures to 3 stories or 36 feet; 2 or more stairways shall be provided for buildings and structures more than 3 stories or 36 feet.</i>
	<i>Article 18 Access & Egress 1630 Elevators for Hoisting Workers</i>	<i>A construction passenger elevator for hoisting workers shall be installed on or in any building or structure 60 feet or more in height above or 48 feet in depth below ground level.</i>

LADDERS AND STAIRWAYS

Stairways or ladders must be provided at access passageways where there is a break in elevation greater than 19 inches; 18 inches for frequently traveled passageway and entry or exits on Washington and California State jobsites.

When possible, plan the work such that a more stable work platform can be provided as opposed to working from a ladder.

Ladders:

Ladder Requirements:

- ***All ladders shall be rated for a minimum of 300 pounds.***
- ***Workers combined body and tool weight shall not exceed the rated capacity of the ladder in use.***
- Aluminum ladders are not allowed unless there is absolutely no potential for electrical contact or exposure to heat. This includes the use of extension cords.
- Job-built ladders must meet ANSI A14.4; shall not exceed 24' in working length; shall have a consistent width of 16 to 22 inches; shall have uniformly spaced cleats of 10 to 14 inches and be inspected regularly.

Ladder Set-Up

- Inspect all ladders to make sure they are in safe working order – See below
- Extension ladders used for access must be secured against accidental displacement or movement at the top and bottom.
- Ladders shall always be on a stable base.
- Straight ladders must be set at a climbing angle of four to one.
- Ladders should not be positioned such that workers must climb through a guardrail system to access an upper or lower floor. The landing areas should have an open area with an offset or removable guardrail section that can be easily and safely accessed from the ladder. Safe-t-ladder extensions with a self-closing gate are a great option when possible.
- Fiberglass ladders used as access between floors shall be protected on the backside to prevent damage.
- Whenever 2 or more ladders are used to reach elevated work areas, the ladders must be offset so that a landing or platform is between them.

Ladder Use:

- ***Maintain a 3-point contact (two hands and a foot or two feet and a hand) when climbing / descending a ladder.***
- Use a rope to move materials/tools from level to level; do not carry objects in your hands.
- If your work position requires that your shoulders be outside the side rails, you're in an unsafe working position. Move the ladder or obtain other equipment.
- Don't stand above the second step from the top of a step-ladder.
- Don't stand above the fourth rung from the top of an extension ladder.
- Ladders shall not be climbed by more than one person at a time unless designed for such.
- Always face the ladder when ascending or descending a ladder.
- Never jump or hop a stepladder or any other ladder into position.
- Never extend an extension ladder while on the ladder.

- Never use an aluminum ladder within ten feet of live electricity or live electrical lines.
- Gang ladders should not be used to access levels over 24 feet.
- Ladders used for access must extend 36 inches above the top landing and be secured top and bottom from displacement.
- Don't climb a closed stepladder; don't climb on the back of a stepladder; don't stand or sit on a stepladder top or pail shelf.
- Don't alter ladders; Don't drill holes in ladders.
- Step ladders should not be used for access to other work platforms or levels.
- All work from ladders that requires the use of both hands at heights above 6 feet may require the use of a full body harness and lanyard connected to an appropriate anchor point. *This may or may not apply to work done from a step or platform ladder; it will depend upon the activity and location.*
- Any work that requires wearing eye protection, respirators, or other facial protective equipment that impairs vision or handling of pressure equipment should not be performed from a ladder if an alternate work platform that provides a larger work area can be provided.
- Work done from ladders at elevations which requires the use of eye protection, respirators or other facial protective equipment that impairs vision may require the use of fall protection equipment.
- If using a ladder near an open sided edge or above a guardrail on an elevated floor, the use of personal fall protection equipment may be required.
- Clean excess mud from feet prior to climbing a ladder.
- Keep the area below an access ladder clear of materials and debris.
- Ladders shall not be altered in any way including the covering of non-skid feet.
- If working on a ladder in a door opening or the backside of a doorway, block the door, provide signage or some means of ensuring the doorway does not open and topple the ladder and worker.
- Step ladders should not be used perpendicular to the work at hand.

LADDER INSPECTION CRITERIA

Step Ladder	Removal Criteria	Extension Ladder	Removal Criteria
Steps	Loose, Cracked, Bent, Missing	Rungs	Loose, Cracked
Rails	Cracked, Bent, Split or Frayed Rail Shields	Rails	Cracked, Bent, Split or Frayed
Labels	Missing, illegible	Labels	Missing, illegible
Pail Shelf	Loose, Bent, Missing or Broken	Rung Locks	Loose, Bent, Missing or Broken
Top	Cracked, Loose, Missing	Hardware	Missing, Loose or Broken
Spreader	Loose, Bent or Broken	Shoes	Worn, Broken or Missing
General	Rust, Corrosion or Loose	Rope / Pulley	Loose, Bent, Broken
Other	Bracing, Shoes, Rivets	Other	Bracing Rivets
Non-Skid Feet	Missing, Worn, Covered	General	Rust, Corrosion or Loose

Stairways

- Personnel may not use un-poured pan tread stairs unless filled to finish grade by a substitute, safe material.
- Where doors or gates open directly onto stairways, a landing or platform at least 20" wide with the door open shall be provided.
- Where doors open directly onto stairs, such as temporary offices, the stair landing shall be even with the level it serves.
- When using the stairs provided by jobsite trailer rental firms, secure the stairs such that they do not move.
- Stairways having four or more risers or rising more than 30 inches shall be equipped with; at least one handrail; and one stair rail system along each unprotected side or edge not less than 36 inches from the top of the stair.
- Stairways shall be kept free from hazardous projections such as nails.
- Slippery conditions on stairs shall be eliminated before the stairs are used to reach another level.
- Stairways need to be kept clean of material that can pose slipping and tripping hazards.
- Stairways as a main egress route need to have proper lighting at all times.
- Stairways that will not be a permanent part of the structure on which construction work is being performed shall have landings of not less than 30 inches (76 cm) in the direction of travel and extend at least 22 inches (56 cm) in width at every 12 feet (3.7 m) or less of vertical rise.
- Handrails that will not be a permanent part of the structure being built shall have a minimum clearance of 3 inches (8 cm) between the handrail and walls, stairrail systems, and other objects.

SCAFFOLDING AND AERIAL LIFTS

Scaffolding (other than mobile scaffolding to be used in the interior of a structure) must be identified during pre-construction. *The type of scaffolding, its placement, required building ties and the required loading or ground conditions must be identified well in advance of scaffolding arrival and erection.*

All scaffolding must be inspected by a competent person upon site arrival, immediately upon erection prior to first use, at the start of each shift and following any potentially damage-causing event. Inspections must be documented. All scaffolding must be erected, moved, used and dismantled under the supervision of a competent person.

Any swing stage or suspended scaffold, *mast climbing scaffolding* and supported scaffold that will exceed 20 feet in height **or** will be wrapped in plastic requires a Scaffold Plan submitted to Andersen.

- All scaffolding will be erected, dismantled and used in accordance with the applicable local, state, federal or industry recognized standards.
- All personnel performing work on or erecting, dismantling or altering scaffolding must be trained per the applicable standards prior to their work commencing. Subcontractors will be expected to provide proof of such training.
- The designated competent person must inspect all scaffolding daily. Inspections must be documented. Any scaffold system or scaffold member found not to pass inspection must be repaired or replaced prior to allowing workers to access affected scaffold.
- *Work on supported or suspended scaffolding immediately adjacent to an area open to the public, or supported scaffolding with workers on more than one level simultaneously will require a Falling Object Protection Plan which details how materials/tools will be secured to prevent dropped objects.*
- No scaffolding system should be used within 10-feet of overhead electrical lines. Do not change or remove scaffold members unless authorized.
- Scaffolds deemed incomplete must be tagged and removed from service.
- Where people are required to pass under scaffolding, scaffolds shall be provided with a screen between the toeboard and the guardrail extending along the entire opening in addition to a falling object work plan.
- Do not place an object which increases your working height (stepladder, box, etc.) on a scaffold.

Supported Scaffolding General Requirements

- If feasible, all scaffolding above 6 feet in height require full guardrail systems. If guardrail systems or a fully planked deck is not possible, personal fall protection equipment must be utilized.
- *Cross-braces shall not be used as mid-rail or top-rail. Supported scaffolding higher than 6' shall have both top-rail and mid-rail installed when there is not a building within 14" of the scaffold (18" during lath / plaster operations when allowed by code).*
- *All required cross bracing to the interior (working side) shall be in place.*
- *Supported scaffolding wrapped in any membrane to control temperature, protect work from moisture or prevent objects from falling off the non-working side shall be engineered for wind loading and required building tie-ins.*
- *Supported scaffolding shall have toeboards on all non-working (non-building face) sides. Mesh may suffice for falling object projection to the outside when properly installed; however, if scaffold may have persons on multiple levels simultaneously, toeboards may still be required.*
- *Attachable ladders more than 2 frames high will not be allowed for access to standard supported scaffolding. This does not apply to Mast Climbing Work Platforms.*

- All supported scaffolding must be capable of supporting 4 times its maximum intended load.
- No one is allowed to ride on a rolling scaffold when it is being moved except as allowed by manufacturer's instruction and as allowed by OSHA.
- Do not climb on or work from any scaffold handrail, mid rail or brace member.
- Do not climb cross braces or end frames to access scaffold platforms unless end braces are specifically designed for such use. An access ladder or other safe access must be provided.
- All scaffolds must be erected level and plumb on a firm base. Mudsills may be necessary under legs of scaffolding and base plates are required.
- Scaffolds 3 feet wide or less must be secured at the closest horizontal member to the base height to width ratio of 4:1 and be repeated vertically every 20 feet or less thereafter and horizontally every 30 feet to prevent movement.
- Scaffolds greater than 3 feet wide must be secured at the closest horizontal member to the base height to width ratio of 4:1 and be repeated vertically every 26 feet and horizontally every 30 feet to prevent movement.
- Scaffold platforms shall be fully decked or planked such that there is not more than a 1" gap between adjacent units and the uprights, unless it can be demonstrated that a greater gap is required. Under said demonstration, the deck shall be as fully planked as possible to eliminate gaps between uprights and planking.
- Baker type scaffolds require the erector and user to be trained. Baker type scaffolds that will be more than one frame high require the use of outrigger brackets.
- Walkways on gang forms are considered scaffolding. Most gang forms consist of pre-manufactured components. When walkways for gang forms are constructed they must be inspected by the competent person for the activity prior to use. The end sections of gang forms must include a guardrail system. If the ladder access is at the end of the gang form, position the ladder with a walkthrough extension when possible such that workers can access the gang form walkway without the need to climb over or through a guardrail.

Suspended Scaffolding

- Swing stage / suspended scaffolding must be installed per the manufacturer's recommendations. An independent vertical lifeline must be provided for each individual working on a swing stage scaffold. Proper guardrail systems including toe-boards must be provided. A fire extinguisher shall be located on the platform as well as a means for communication in the case of an emergency. This may be visual, verbal, cellular telephone or radio.
- Suspended scaffolding shall be inspected daily and a copy provided to the Andersen Site Safety Office.
- Suspended scaffolding utilizing counterweights that may accessible to unauthorized persons shall include a cable and lock to prevent unauthorized tampering.
- *Suspended scaffolding requires tool tethering and a Falling Object Plan.*
- The scaffold industry association (www.scaffold.org) can be a valuable resource for items such as the suspended scaffold pocket handbook and code of safe practices.

Mast Climbing Scaffolding

- *Mast climbing scaffolding may require a review of the ground conditions by a civil engineer - plan ahead.*
- Mast climbing scaffolding shall only be operated and used by properly trained personnel. Like other scaffolding, mast climbing scaffolding shall be inspected daily and/or prior to each shift by a designated competent person. When mast climbing scaffolding is being used by multiple companies, a competent person from each company should inspect the scaffolding. When mast climbing scaffolding is being used by multiple companies, a use schedule may need to be coordinated with the company responsible for the scaffold.
- When using mast climbing scaffolding on structures with large window openings a front guardrail or personal fall protection will be required.
- Some manufacturers provide a fall restraint anchorage point on the back side of the top platform. Others only have a fall protection anchorage point on the underside of the top platform which poses a problem when raising the deck. This information must be clearly communicated to users and erectors.
- Mast climbing scaffolding that is incorporating side bracket mounted planks to work from must utilize pins that extend at least as tall as the top of the overlapping plank to secure the overlapped planks in place.
- When multiple towers or sections are in use, each section must be identified on the lift and on the inspection report in such a manner to enable cross referencing the inspection report with the unit or tower section.

Mobile Elevating Work Platforms (MEWP's) and Articulating Aerial Lifts

All MEWP's must meet their applicable ANSI Standard. Only authorized, trained personnel shall be allowed to operate MEWP's. The trained operator will be responsible for ensuring that the lift is operating properly. Defective lifts shall be locked out immediately until properly repaired.

- All personnel operating aerial lifts shall be trained and authorized to do so. Manufacturer recommended operating practices including inspection must be complied with.
- Lift controls shall be tested each day prior to use to determine such controls are in safe working condition.
- Employees shall always stand firmly on the floor of the basket, and shall not sit or climb on the guardrail or edge of the basket. Planks, ladders, or other devices should not be used to increase the height of the platform. If the work cannot be accessed using this method, contact your supervisor or site safety representative for alternative safe means of accessing work.
- A full body harness and lanyard shall be used when working from or moving an aerial lift with a basket that extends outside of its base dimension or in accordance with the manufacturer recommendations. Review the lifts' operator's manual for designated fall protection anchor points.
- Boom and basket load limits shall not be exceeded.
- MEWP's /Aerial lifts/ and/or aerial lift baskets shall not be altered without written permission from the manufacturer.
- The manufacturers operating manual must be with the equipment at all times.
- MEWP's and Aerial lifts shall maintain a minimum 10-foot clearance from overhead power lines.
- MEWP's and Aerial lifts must be inspected daily or prior to each use. The inspections should be documented and available for review.

- Prior to each use, a workplace inspection should be conducted. Inspection items must include drop-offs or holes, sloped surfaces, overhead obstructions, inadequate support, wind and weather conditions and other unsafe conditions.
- Different types and sizes of units may have different maximum slopes for travel and operation. If working on a slope, determine the percent slope and review the manufacturer's manual for safe operation conditions.
- Users should ensure the controls for aerial lifts are turned off or the emergency stop button depressed to prevent accidental movement when leaving the lift, working in a stationary location for extended periods or when the work being conducted has potential to result in accidental engagement of the controls.
- Aerial lifts shall be operated on firm level ground, complying with the operator's manual. Cribbing will be of the type and specifications required by the manufacturer, if so specified.
- Some aerial lift operations may require a spotter, depending upon work task and location.
- All lifts must be fully lowered and/or retracted at end of shift and secured for the night, unless approved by the manufacturer.
- Motorized aerial lifts used near a perimeter edge shall be used with extreme caution.
- *Bumpers, not less than a minimum of a 4"x4" or doubled 2"x4" must be securely attached and provided at perimeter edges when MEWPs are in use. Other warnings signs or protective operating methods may need to be utilized to safely move motorized lifts near perimeter edges and floor opening covers. Perimeter edges that are personnel access points, such as stairways, need not have the bumpers provided other means of notifying lift operators of the edge are in place.*

MOBILE EQUIPMENT

- Your employer will provide you with equipment that is safe to use. You will be responsible for inspecting your equipment before each shift. If the equipment becomes defective in any way, notify your supervisor at once and place a “DEFECTIVE - DO NOT USE” tag on it.
- All operators must be trained and authorized prior to using mobile equipment. If you have not received training for the specific type of mobile equipment in question, you are not authorized to operate the equipment.
- Use of other contractors’ mobile equipment by Andersen Employees is not allowed without permission. Subcontractors may not operate Andersen owned or leased mobile equipment without providing proof of competency to operate to, and receiving express written permission from, Andersen’s site superintendent.
- Know the limitations and specifications of the equipment you use. Do not exceed those limits. Do not use the equipment for other than its intended purpose.
- When working around mobile equipment high visibility clothing will be required.
- When working around mobile equipment such as dump trucks, forklifts, backhoes, rollers, or cranes, do not walk in the operator’s blind spots. When you must approach, and walk near or behind the equipment, always get the eye of the operator and ensure clear communication. A good practice is to ask the operator to raise his/her hands until all workers on foot are safely away from the equipment.
- While mobile equipment should give pedestrians the right of way, pedestrians are smaller and move quicker. Be safe – keep your distance from mobile equipment in operation.
- An unimpaired horizontal clearance of not less than 3 feet shall be maintained between the rotating superstructure of any mechanical equipment and any adjacent object or surface. If this clearance cannot be maintained, barricades shall be installed to isolate the hazardous area. Barricades must be a solid object; red danger tape will not suffice as a barricade for pinchpoints.

Forklifts

Subcontractors may not operate Andersen owned or leased forklifts without providing proof of competency to operate to, and receiving express written permission from, Andersen’s site superintendent.

- 1) All personnel operating forklifts shall be properly trained and evaluated in accordance with applicable state regulations.
- 2) Designated and trained forklift operators must complete a pre-operation check and inspection daily.
- 3) The designated operator shall be responsible for ensuring that the inspection is being performed and documented.
- 4) Defects found shall be communicated immediately to the site supervisor and, if determined of such a nature as to affect the safe operation of the forklift, the forklift will immediately be locked out until properly repaired.
- 5) Forklift maintenance and repairs shall only be completed by an authorized person. Some repairs may not be allowed to be completed onsite. Check with the site supervisor.
- 6) Only approved platforms may be used with a forklift.
- 7) Use of personnel platforms on a forklift require manufacturer approval and notification/approval of the Andersen site supervisor. Whenever a lift truck is used for lifting personnel without controls at the platform, the following precautions shall be taken:
 - a) A work platform must be equipped with standard guardrails and be firmly secured to the forklift carriage or forks.

- b) The hydraulic system shall be so designed that the lift mechanism will not drop faster than 135 feet per minute in the event of a failure in any part of the system.
 - c) If occupants on the platform can contact the lift chains or other dangerous pinch or shear points on the mast or carriage, the platform must have a screen or guard that prevents contact.
 - d) Employees must utilize adequate fall protection while working on the platform.
 - e) The operator must remain in the unit when employees are working on a platform.
 - f) The operator shall be in normal operating position while raising or lowering the platform.
 - g) The vehicle shall not travel from point to point with the platform elevated at a height greater than 4 feet while occupied. Inching may be allowed when necessary at elevations greater than 4 feet.
- 8) Forklifts shall not be left unattended when loaded.
 - 9) Forklifts shall be secured from unauthorized movement after shift.
 - 10) Forklift parking brake must be engaged and boom lowered to the ground before leaving the cab.
 - 11) Forklifts in use on Andersen jobsites must be equipped with a slow-moving vehicle sign, an operating beacon and rear view mirrors in good condition.
 - 12) Some projects and work locations will require the use of a spotter for some or all movement of the forklift. Check with the site supervisor.

Free rigging is the direct attachment to or placement of rigging equipment (slings, shackles, rings, etc.) onto the tines of a powered industrial truck for a below-the-tines lift. Modifications and additions which affect the capacity and safe operation shall not be performed by the customer or user without manufacturer's prior written approval. This type of lift does not use an approved lifting attachment and could affect the capacity and safe operation of the forklift. Therefore, free rigging is not allowed without written approval from the manufacturer. The use of an approved lifting attachment with a locking hook and safe working load capacity plate is the preferred alternative.

All near miss incidents or accidents involving **forklifts must be reported immediately**. If the operator fails to report such an incident, they may be removed from authorized operation.

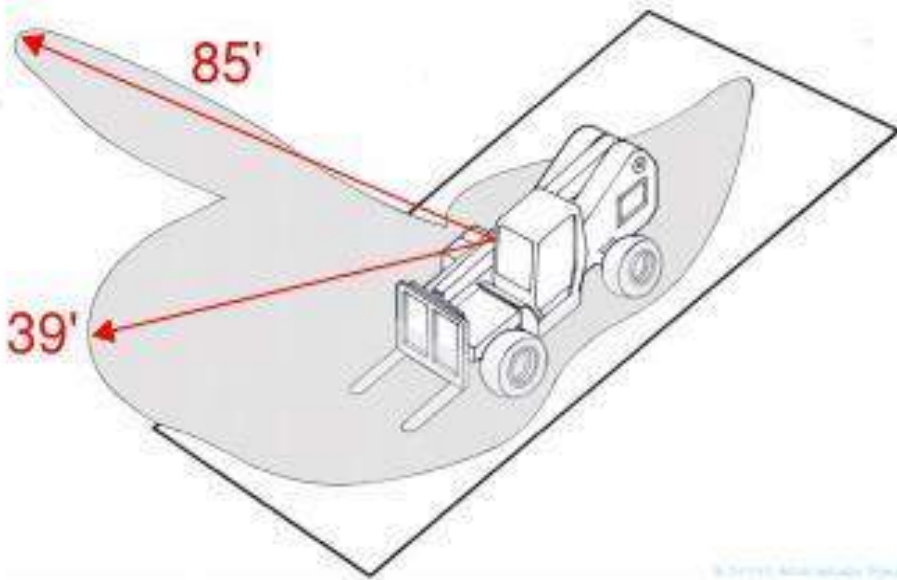
Andersen employees operating forklifts in the public right of way will be subject to Andersen's Fleet Policy and will be required to have a valid driver's license. *Subcontractors operating forklifts in the public right of way are encouraged to ensure the operators have valid driver's licenses*

Preventing Backovers

Spotters to prevent backovers of workers by equipment such as forklifts, dump trucks, skidsteers, etc are often times necessary dependent upon the work site location and conditions. Spotters need to be someone others will listen to, can focus on the task at hand and possess a basic understanding of what is required to keep themselves safe. Implementation of the following actions can help keep spotters safe.

- Ensure spotters and drivers agree on hand signals to be used
- Instruct spotters to always maintain visual contact with the driver while the vehicle is backing
- Instruct drivers to stop backing immediately if they lose site of the spotter
- Do Not give spotters additional duties while they are acting as spotters
- Instruct spotters not to use personal mobile phones, personal headphones or other items that could pose a distraction during spotting activities
- Provide spotters with high-visibility clothing
- Communicate with both the spotter and the vehicle driver the blind spots if known

A rough terrain forklift "kill zone" is identified by the gray area. This represents the area around which an operator's view of workers on the ground may be fully or partially obstructed. For more types of equipment go to www.cdc.gov/niosh



Motor Vehicles and Power Equipment

Vehicles and mobile equipment are to be operated by authorized personnel only.

- 1) Always wear your seatbelt.
- 2) Personnel ARE NOT allowed to ride in the back of pickup trucks or other areas of a vehicle not designed to carry personnel.
- 3) Obey any posted speed limit and other regulatory signs. Give pedestrians the right of way.
- 4) Look to the rear and sound your horn before backing.
- 5) Shut off the motor to refuel.
- 6) Shut off the motor and set the brakes before leaving the vehicle.
- 7) Inspect the vehicle each day before use.
- 8) Mount or dismount only when the vehicle is stopped.
- 9) Keep arms, feet, and bodies inside. All personnel must be seated.
- 10) A flagger or spotter should direct the backing of a vehicle in congested areas.
- 11) No persons may ride in a vehicle that is not designed for passengers.
- 12) No more persons may ride in a passenger vehicle than there are seats and seatbelts available for use.
- 13) Truck drivers shall be allowed to unstrap their loads, designate what materials are for delivery, and then are expected to either:
 - a) Remain in a designated safe zone during loading and unloading operations conducted by overhead cranes; or
 - b) Return to and remain in the cab of their truck during forklift loading and unloading operations.
- 14) Truck drivers and delivery personnel shall not be allowed inside the construction zone without proper PPE and authorization from Andersen.

Fleet Safety

Only authorized persons may operate Andersen vehicles. Authorization may be obtained through Andersen's Regional Operations Managers. All persons operating company vehicles are expected to observe the rules of the road. This especially includes speed limits, use of seatbelts, and properly securing of materials in the bed or on racks of pickup trucks.

Personnel operating motor vehicles will obey the hands free mobile phone laws and will not operate a motor vehicle while using a mobile phone without a hands-free device. Texting while operating a motor vehicle is prohibited.

No persons shall be allowed to ride in the bed of a company vehicle, including subcontractors' vehicles used on the jobsites. *Riders must occupy a seated position, equipped with a seat belt for each occupant. Vehicle occupancy limits will be observed.*

Report all motor vehicle accidents immediately. If a motor vehicle accident occurs on the public roadways attempt to get a picture of the other vehicle(s) and your company vehicle prior to moving both vehicles if possible and safe. Follow the state's rules for reporting motor vehicle accidents.

MATERIAL HANDLING AND MATERIAL HANDLING EQUIPMENT

- All material handling machines must have backup alarms, horns, rollover protection structures and seat belt (when provided by manufacturer and when equipped with a ROPS).
- If provided with a seat belt, the seat belt must be worn.
- All cab glass shall be safety glass and in good condition.
- Signs shall be conspicuously posted on all sides of any mechanical equipment warning workers, "DANGER - STAY CLEAR".
- Items of personal property, tools, or other miscellaneous materials shall not be stored on or near any mechanical equipment if retrieval of such items would expose a worker to the hazardous pinchpoint.
- Items of personal property, tools or other materials shall not be taken into the cab of material handling equipment if such item could potentially interfere with the safe operation of the equipment.
- Loads in material handling equipment, such as gravel and soils in trackhoe buckets, should not be raised or moved over workers.
- Quick Couplers for hydraulic excavators must be used in accordance with the manufacturer's directions.
- Quick couplers for hydraulic excavators should be inspected to determine if the manufacturer has provided and/or requires the installation of a locking pin when changing buckets or other attachments.
- Follow manufacturer's installation procedures and recommendations for testing quick coupler devices and attachment connections whenever an attachment is made.
- Employers using and working with equipment utilizing quick coupler devices must be properly trained in the proper use of the quick couplers, making visual inspections, procedures for engaging attachments and methods for testing connections.
- Operators of hydraulic excavators must ensure the bucket or attachment using a quick coupling device is properly secured prior to putting it to use.
- Operators of conveyor equipped trucks shall not stand over the conveyor, nor shall they get in the bed of a conveyor truck without properly securing the conveyor to prevent accidental movement.
- When lifting with an excavator or backhoe, attach loads only to those points provided and approved by the manufacturer.
- Hydraulic excavators should not be used for tasks better suited for a crane. Discuss lifting plans with the Andersen Superintendent and Safety Department.
- Buckets should be removed when lifting loads with excavators.
- It is prohibited to use an excavator to lift people.
- When attaching lifting slings to the hooking device or lifting point care should be taken to ensure that the slings and their attachments are able to hang free at all times and do not make contact with the stick, linkage or coupler(s).

CRANES AND RIGGING

Cranes

The intent of Crane & Rigging Safety Procedures is to insure all crane operations are performed in a safe manner. Documentation must be supplied with the crane and reviewed by the project superintendent prior to any work by the crane on the job. All crane operations must be done in compliance with the applicable OSHA, Federal and State regulations. The following outlines Andersen's minimum expectations and should be used to assist with crane planning when a crane will be operated on site.

Prior to contracting with a crane service / crane provider, subcontractor shall host a preconstruction meeting with Andersen and present their Crane Plan which shall identify the crane provider, crane type and age, location of use and set-up, competent or qualified persons (including lift director), assembly / disassembly director, crane operator, and rigging personnel. Persons hiring cranes must communicate in advance the required compaction for subgrade soil conditions/elevations/work sequencing.

Subcontractors contracting their own crane service are responsible to provide their own competent, or qualified persons for all crane operations, including a lift director.

Subcontractors contracting their own crane service are responsible to provide their own riggers, signalman and rigging for lifting and distribution of materials and equipment.

Andersen reserves the right to require subcontractors train / re-train riggers and signalpersons utilizing a class or instructor meeting Andersen's approval at the subcontractor's expense.

- All on-site crane operations require verification of the following: crane operator's training and authorization to operate the applicable crane; the crane's most recent annual inspection report with proof of correction of any noted deficiencies; a mobile crane set up plan (if mobile crane); and a critical Lift Plan (if applicable). Verification of daily inspections shall be provided upon request. For crane operations in Washington and California States, see applicable regulations.

Andersen-Construction reserves the right to require recognized third party certifications for all crane operators.

Crane Operations:

- 1) Survey the site for the required ground set up requirements that could be impacted by crane operations (e.g., overhead power lines, public access ways, bus lines, etc.). Address any potential impacts in the site's Crane Plan.
- 2) All crane operators must be licensed per the applicable federal, state or local regulations for each make and model crane operated.
- 3) Crane operators will only operate cranes of the type and size and in the configuration certified on their 3rd party license. Operation outside the 3rd party certification is prohibited.
- 4) Third party certifiers for crane operators must be those with an accredited crane operator testing program accredited by a nationally recognized accrediting agency. Operator certification must include a successful passing of a written and practical examination.
- 5) Cranes to be operated on site must be properly licensed / certified / inspected in accordance with applicable federal, state or local regulations.

- 6) All OSHA, Federal, State or local jurisdiction required licenses, certifications, permits and/or inspections must be completed prior to operation on the project.
- 7) A Lift Plan must be submitted for all mobile crane operations, special lifts, critical lifts, multiple crane lifts, and blind lifts.
- 8) When multiple cranes are operating on one site or within radius of each other, a project specific Crane Plan shall be completed and all involved parties shall meet to review the Plan prior to erection, assembly and / or operation, monthly and following any near hit or incident.
- 9) Communications must be part of each Crane Plan. When communications will be via radio, hands free communication is strongly encouraged. Tower crane communications or any crane operation that takes both hands to safely operate must utilize hands free radio communications.
- 10) The operator must inspect his/her assigned machine before each work shift or in compliance with the manufacturer's inspection requirements and complete the inspection report in accordance with the manufacturers' operating manual.
- 11) All inspection reports for must be in the cab of the crane and a copy submitted to Andersen.
- 12) The operator is solely responsible for the safe operation of his/her assigned machine.
- 13) The operator has full responsibility for the safety of a lift and may not make a lift until safety is assured.
- 14) A copy of the Manufacturer's Operator's Manual must be in the crane's cab and this manual must be reviewed by the crane operator and understood by him/her.
- 15) A copy of the load chart must be in the crane cab and visible to the operator.
- 16) Accessible areas within the swing radius of the rotating superstructure counterweight of a crane shall be barricaded to prevent employees from being struck or crushed by the counterweight.
- 17) Tools, lunch boxes or other items shall not be stored under the rotating superstructure or near any mechanical equipment if retrieval of such items would expose a worker to a hazardous pinchpoint.
- 18) The crane operator shall take great care to not swing loads over other persons and shall notify others when an overhead load is incoming. Individuals shall NOT position themselves under a load unless required for the work task.
- 19) Crane outriggers (for mobile cranes) must be leveled and fully extended when making a lift unless the Crane Plan and operator's manual allows it to safely operate without the outriggers.
- 20) No part of the crane, load, hoist (load and boom) lines, boom and tag line shall come within 20 feet of energized overhead electrical lines up to 350KV and within 50 feet of lines over 350KV without the required safety regulations being fully implemented first.
- 21) For pick and carry operations, consult the manufacturer's operator's manual and operating notes.
- 22) No computer systems or limit switches are to be in a non-functioning or override condition.
- 23) Use tag lines to control the load unless they create a greater hazard.
- 24) Use of a properly trained and qualified signal-person is required in the following situations:
 - a) When the point of operation (meaning the load travel or the area near or at load placement) is not in full view of the operator; *or*
 - b) When the equipment is traveling and the view in the direction of travel is obstructed; *or*
 - c) When due to site specific safety concerns, either the operator or the person handling the load determines that it is necessary or when it is required by local regulations.

- 25) An accessible fire extinguisher of 5BC rating or higher shall be available at all operator stations or cabs.
- 26) The use of personnel platforms is prohibited unless the erection, use, and dismantling of conventional means to reach the worksite (such as personnel hoist, ladder, stairway, aerial lift or other elevating work platform) is more hazardous or is not possible because of structural design or worksite conditions.
- 27) Crane-suspended personnel platforms require completion of a Lift Specific Plan; along with any necessary training, inspections and coordination, prior to use.
- 28) The crane operator shall immediately shut down the crane if any part of the crane, rigging or load strikes any object. The crane will be re-inspected by a qualified person and, if damage is detected, all repairs shall be completed under the guidelines of the manufacturer. The crane must then be re-inspected by a third-party agency prior to re-initiating operations.

General, Critical and Special Lift Plans

Most crane operations will only require a General Lift Plan. A General Lift Plan must be provided for each non-repetitive lift that is not categorized as "Critical", or "Special". Crane operations that require Special Lift Plans or Critical Lift Plans should have a pre-lift meeting well enough in advance to ensure proper planning.

A "Special" Lift Plan is required for the following crane operations:

- A load that is critical to the schedule
- A load that has a long lead time
- When significant chemical release is possible
- When serious risk to personnel exists
 - Serious risk to personnel include construction personnel, the public, and the host employer's employees.

A "Critical" Lift Plan is required for the following crane operations:

- Tower Crane Erection, Climbing and Dismantling
- Any lift that exceeds 75% of a mobile crane's capacity
- Any lift that is over an occupied facility
- When more than one crane is used for the lift
- When personnel are hoisted. * see item #26.

Special Lift Plans with potential chemical risk or risk to the public and Critical Lift Plans with crane capacities exceeding 85% must be forwarded to an Andersen Safety Representative and General Superintendent or other designated corporate level supervisor.

- **Any mobile crane lift that exceeds 90% crane capacity may require an Engineered Lift Plan. This must be reviewed during pre-construction and preferably during pre-bid.**

When utilizing tower cranes, the Crane Plan should identify the crane lifts that may require a Lift Plan and be clearly communicated to the crane operator and signalperson in advance.

Rigging & Miscellaneous Tools and Equipment

Only persons qualified to rig loads shall be allowed to do so. Different loads may require different qualification levels. Rigging equipment shall be inspected prior to each use and/or at the start of each shift.

- Material handling devices such as chain falls, hoists and winches shall be used as designed and per the manufacturer's instructions.
- Rigging personnel must know the capacities of rigging equipment and weights of loads.
- Do not use rigging for fall protection and do not use fall protection equipment for rigging.
- Tag lines shall be used for controlling loads unless the tag line poses greater risk.
- *Never wrap taglines around any part of the body as a way of stopping load's swinging.*
- *Ensure taglines are free of all people and objects before giving the signal for high speeds.*
- *Never turn your back on tag lines.*
- Routes of suspended loads shall be preplanned to ensure no workers or the public are directly below suspended loads.

Hooks, Shackles, Beam Clamps, and Chokers

- All hooks must have a safety latch (see steel erection rule for exceptions).
- Always place a load in the center of a hook and never on the point.
- Get approval from your supervisor before rigging from any structural member to ensure that it will support the load being raised.
- Never use plate grips, tongs, pipe clamps, etc. as substitutes for beam clamps.
- Hooks, shackles, and beam clamps shall be inspected before use. Do not exceed the capacity marked on the equipment.

Chain Falls and Hoists

- A chain hoist must be used within its rated capacity.
- Make sure that the capacity is marked on the equipment.
- Chain hoists are designed so that one person can operate the hand chain to lift the maximum load for the chain hoist.
- Do not leave an unsecured and unattended load hanging on a hoist or chain fall.
- Do not stand or have any part of the body below a load suspended on a chain hoist.
- Do not wrap the load chain around the load to be lifted.
- Every chain hoist should be inspected before the making a lift. Your visual check should include the hooks for any irregularities, the chain for wear or damage, and the housing and sheave for any signs of damage from abusive treatment.
- Use softeners, where possible, to obtain a "bite" on material being rigged.

Rope

- Wire: Inspect for frays, kinks, broken wires, and worn spots before using.
- Fiber: Inspect for excessive broken fibers, wear, and deteriorated inner and outer strands before using.

Wire Rope & Cable Clamps

- Eyes in wire rope slings shall not be formed by wire rope clips.
- When U-bolt wire rope clips are used to form eyes such as the termination point on cable guardrail, the "U" section shall be in contact with the dead end of the rope.
- Most manufacturers do not recommend the use of "U" bolt clips for critical applications, including Horizontal Life Lines. Check with the manufacturer of the bolt and clear with the manufacturer or engineer that designed the system.

- Use the appropriate number of clips for the size cable, but never less than 2.

Rigging hardware must meet their applicable ANSI and/or ASME standards for manufacturing, marking and testing. Failure to be able to provide such documentation will result in removal of non-compliant products. See ANSI / ASME B30.26 and ASME B30.20-2010

In today's age of technology and smart phones, rigging App's are now available.

Each rigger should have readily available a field reference guide of some type, a rigging gear inspection reference card, a journeyman's rigging quick reference card and other applicable references.

Some suggested references include:

- Industrial Training International; "In a Flash" Field Reference Guide
- ITI: Rigging Gear Inspection Reference Card
- A Handbook for Riggers, or Bob's Rigging & Crane Handbook
- Journeyman Rigger's Reference Card
- Master Rigger's Reference Card

REMOVAL CRITERIA FOR RIGGING HARDWARE*

WIRE ROPE & WIRE ROPE SLINGS	WEB SLINGS & ROUND SLINGS
Kinks, crushing, unstranding	Heat damage or melting
Birdcaging	Chemical damage
Distorted rope structure	Ultraviolet ray damage or severe abrasion to web
Broken wires (check stds.)	Worn or broken stitching
Damaged end fittings	Distortion of fittings
Corrosion or heat damage	Holes, cuts, tears or snags
Severe wear of outside wires	Crushing, sling body knots
Missing or illegible sling labels	Cut cover of round sling which exposes core yarns
Core damage	Missing or illegible labels
	Sling impacted with foreign material
	Round sling with broken or crushed core yarns
RIGGING HARDWARE & BELOW THE HOOK LIFTING DEVICES	ALLOY STEEL CHAIN SLINGS
Missing or illegible labels	Heat damage, heat > 1000 degrees F
Structural deformation	Bent, twisted or cracked links
Cracks or broken welds	Broken welds or components
Severe metal loss	Bent, twisted or cracked master links or couplers
Hole distortion	Severe corrosion or pitting
Cracked or worn pulleys, sheaves, sprockets, bearings, chains, belts or linkages	Elongation of links / components
Damaged threads	Non-working latches
Heat damage	Hook spread or twist
Severe corrosion or pitting	Broken lengths repaired by low carbon coupling links
Component hinge ability	Makeshift links or fasteners
Substandard components or homemade repairs	Non-hinging components
	Missing or illegible labels
* Excerpted from standards and Industrial Training International's (ITI) "In a Flash" Field Reference Guide	

TRENCHING, EXCAVATIONS, DRILLING, SAWCUTTING and LOCATES

Excavation” means any operation in which earth, rock or other material on or below the ground is moved or otherwise displaced by any means.

General Safety Guidelines / Trenching & Excavations:

- 1) Any contractor performing excavation work must have a designated competent person and submit an Excavation Work Plan to the onsite Superintendent.
- 2) The Excavation Work Plan must address the items contained in Andersen’s Excavation and Trenching Checklist.
 - a) The Excavation Work Plan must address underground utilities and when the locate will be conducted. Locates must be conducted no more than 10 days, and no less than 2 days, prior to excavating.
 - b) For utility locates within the public right of way, one call – 811 will connect you to the closest one call center.
 - c) The Contractor conducting underground or excavation activities shall be responsible for calling for locates.
- 3) The locate # and/or ticket(s) shall be documented and kept on site.
- 4) Locates shall be maintained for the lesser of 45 days or the duration of the project. A facility operator's markings of underground utilities expire 45 calendar days from the date notice was provided to the one call center.
- 5) Boundaries of excavations must be marked with white paint unless infeasible.
- 6) Prior to penetrating soil or concrete with tools, stakes, sign posts, check the jobsite locates, utility locates, site plans and drawings or with your supervisor.
- 7) Plan the excavation to avoid damage to or minimize interference with underground facilities in and near the excavation area.
- 8) Provide support for underground utilities in and near the construction area when needed.
- 9) Excavators and sawcutters are to use reasonable care to avoid damaging underground utilities.
- 10) *Spoil piles must be a minimum of two feet from the edge of the excavation and should not exceed 4 feet in height unless tabulated data for shoring or other engineering documentation requires spoil pile height be less than 4 feet or spoil pile setback be more than 2 feet.*

Determining precise location:

- **Excavating within the “Reasonable Accuracy Zone”.** Reasonable accuracy means location within 24" of the outside dimensions of both sides of an underground facility.

When excavation activities must occur within 24" of located and marked utilities (where utilities are known to be unlocatable, the area of consideration may need to be extended beyond 24") a planned method of exposing the utility must be utilized. Options include:

- Careful hand digging with fiberglass handled tools / shovels;
- Potholing;
- Use of a vacuum truck;
- Hand tools that use air or water under pressure; and/or
- Other industry accepted non-invasive means.

When any work activity, including sawcutting of concrete or asphalt, must occur within the “Reasonable Tolerance Zone” of located utilities, the utility must be exposed a minimum of 24” beyond the bottom of the utility.

An Andersen Utility Safety Incident & Impact Prevention Plan (USIIPP) must be completed and reviewed with the Andersen Superintendent and Safety Department prior to the work commencing.

When excavating, drilling, driving pile or any other activity that is impacting earth strikes an object within 36" of known utilities, work shall **STOP** until such time as it has been determined to proceed. Determining whether it is safe to proceed may include one of the non-invasive means outlined above.

Should any utility strike occur; stop, safely remove workers if impacted past any insulation and call 911 and/or the utility notification center / facility owner depending upon the circumstances and conditions.

If the utility is natural gas and natural gas is leaking, evacuate the immediate area; keep people and traffic a safe distance away and remove any sources of ignition (open flame, turn off engines / equipment, radios, etc.) around the area of the damaged line until utility arrives.

If the natural gas is burning - let it burn. Do not try to extinguish the gas flame or fire. Call 911.

Shoring and Sloping

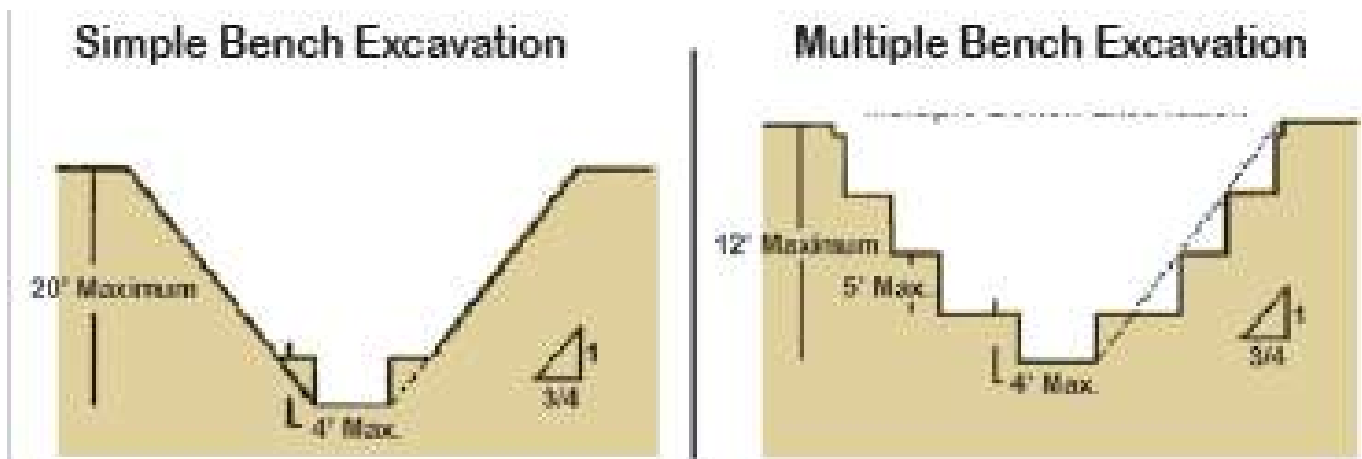
- The sides of all excavations 5 feet or more in depth - 4 feet where otherwise required by code - or where there is a danger of slides or cave-ins at depths less than 5 feet, shall be supported by engineer approved or manufactured shoring or other effective means, or sloped in accordance with the applicable OSHA regulations.
- A registered professional engineer must determine the angle of slopes in excavations that are deeper than 20 feet.
- If a soils survey has been conducted and outlines the protective method to be utilized, this survey must be readily available on the jobsite.
- Any excavation that must be shored or sloped must be properly planned and a copy of this plan must be submitted to Andersen.
- Daily inspections shall be submitted to Andersen.
- All excavations or trenches must be inspected by the competent person daily and whenever otherwise required.
- Excavations that will have depths greater than what is allowed by the applicable OSHA standards must either:
 - Be sloped at an angle not steeper than 1 ½: 1 (34 degrees) and in accordance with the slopes shown for Type C soil in the OSHA Excavation appendices for sloping and benching; or
 - A determination of the soil type be made in accordance with the OSHA regulations (this includes a minimum of 1 visual and 1 manual test which should be documented to provide proof of completion) and the sloping and benching be conducted in accordance with the OSHA Excavation appendices for sloping and benching; or
 - Utilize tabulated data and/or OSHA Excavation appendices for support systems, shield systems and other protective systems. Tabulated data or other engineered protective systems are to be used, this data must be readily available on the jobsite; or
 - A protective system designed by a registered professional engineer.

- When using a protective system designed by a registered professional engineer, the following information must be included in the design report:
 - The magnitude of the slopes that were determined to be safe for the protection of people on the project;
 - The configurations that were determined to be safe for project;
 - The identity of the registered professional engineer approving the design. The design documents must contain the registered professional engineer's stamp.
- *All shoring equipment will require tabulated data that verifies its adequacy for the various depths and types of soil for which the equipment is being used.* This plan must be on the job site.
- Access and Egress must be provided in excavations and trenches with depths 4 feet or greater. The maximum travel distance to reach the egress point shall not exceed 25 feet.
- Excavations may need to be monitored for adequate oxygen or gas and chemical hazards.
- Employees must always access the trench or excavation and work within the confines of any required shoring system.
- Surcharge loads such as heavy equipment that exceed 20,000 pounds should maintain a horizontal distance from an excavation edge equal to the depth of the excavation if using OSHA tables for protective systems. *Tabulated data or engineering drawings shall be referenced when using shoring or other soil retention systems.*
- Any entry into a live sewer /storm / sanitary system or sewer line taps should be considered confined space entry and planned as such.
- An excavation "competent person" must be on site when employees are working within an excavation.
- Loads, including excavated loads and loads being handled such as pipe, shall not be lifted over employees.

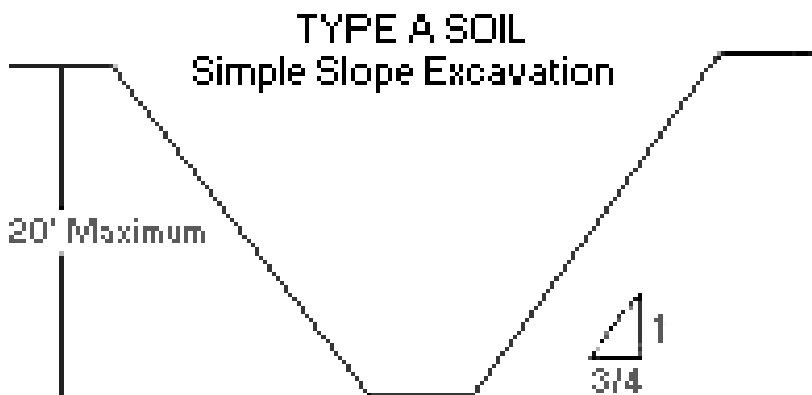
Acceptable Sloping Designs as excerpted from OSHA Subpart P Appendix B

SOIL OR ROCK TYPE	MAXIMUM ALLOWABLE SLOPES (H:V) FOR EXCAVATIONS LESS THAN 20 FEET DEEP
STABLE ROCK	VERTICAL (90 DEGREES)
TYPE A	¾:1 (53 DEGREES) (Multiple benching allowed)
TYPE B	1:1 (45 DEGREES) (Multiple benching allowed)
TYPE C	1 ½:1 (34 DEGREES) (Benching not allowed)

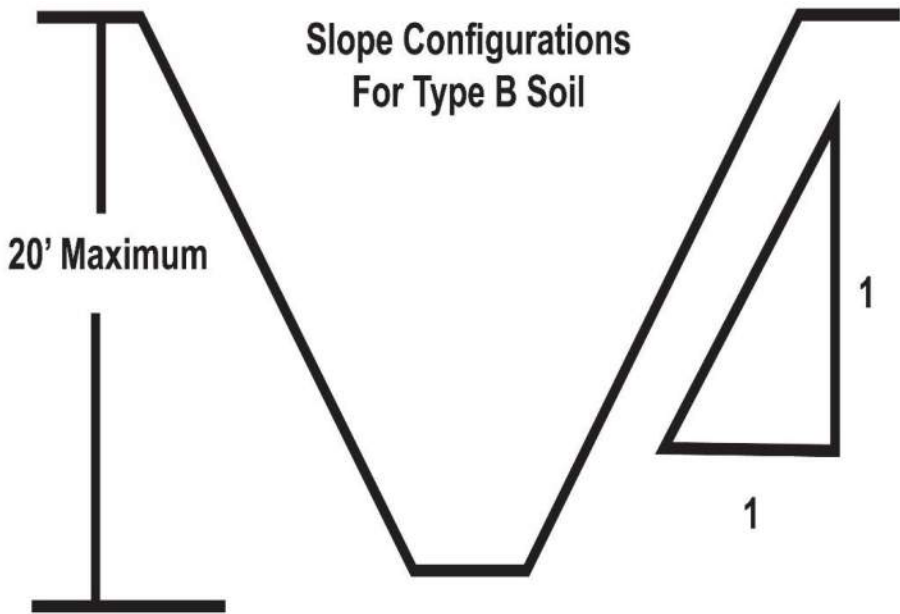
TYPE A SOIL



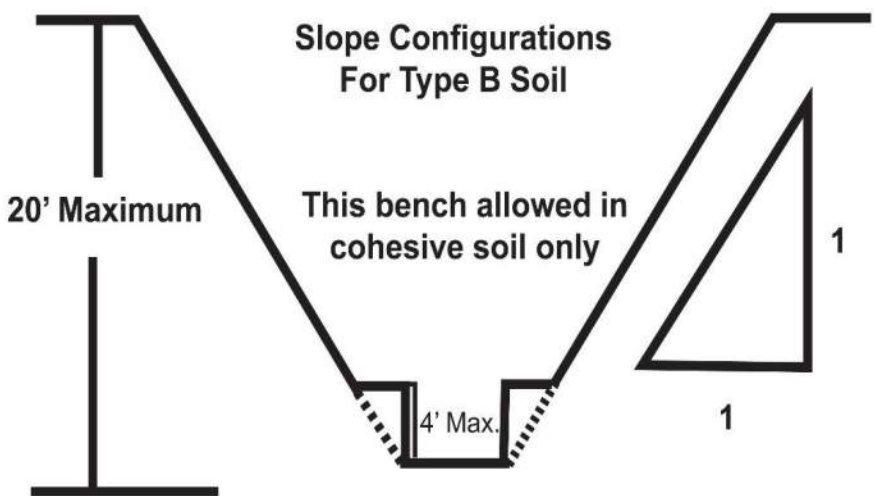
Maximum allowed slope = ¾ : 1 in type A soil.



TYPE B SOIL



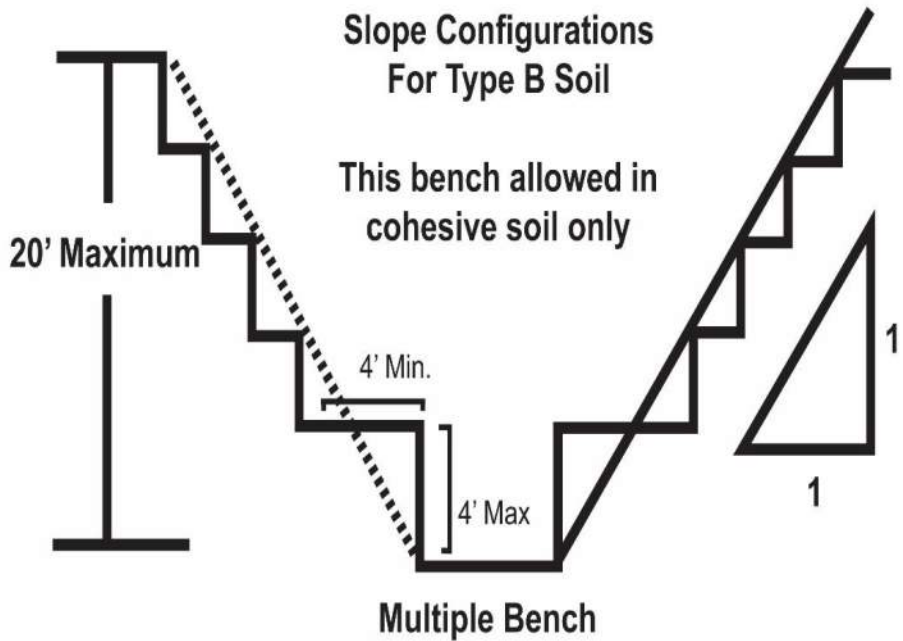
Type B - Simple Slope
all simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1



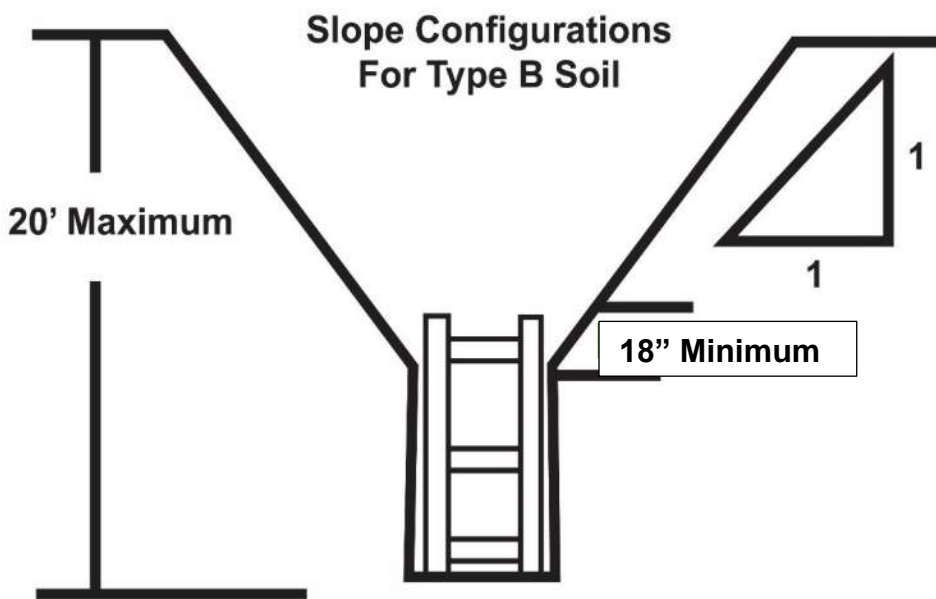
Type B - Single Bench - All excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1 and maximum bench dimensions of 4 feet.

Single Bench

TYPE B SOIL

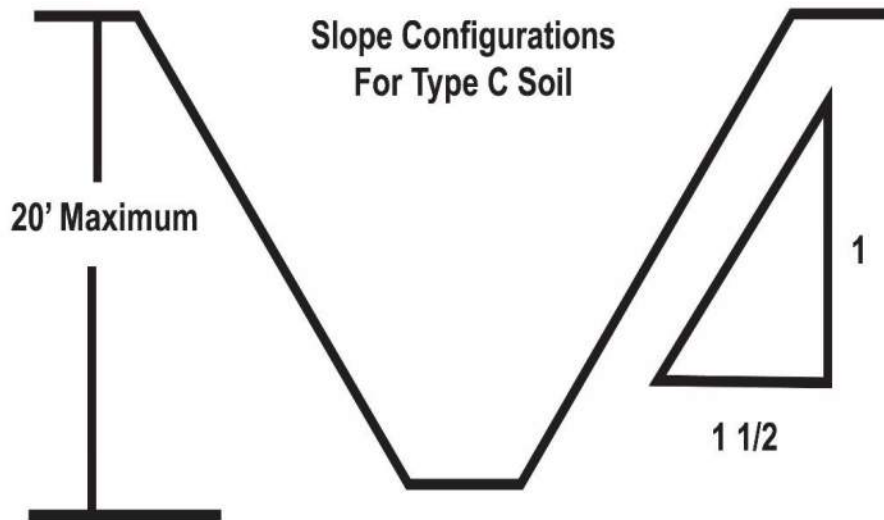


Type B - Multiple Bench - This bench allowed in cohesive soil only.
All excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1 and maximum bench dimensions of 4 feet.



Type B - Vertically Sided Lower Portion.
All excavations 20 feet or less in depth which have vertically sided lower portions shall be shielded or supported to a height at least **18 inches** above the top of the vertical side. All such excavations shall have a maximum allowable slope of 1:1.

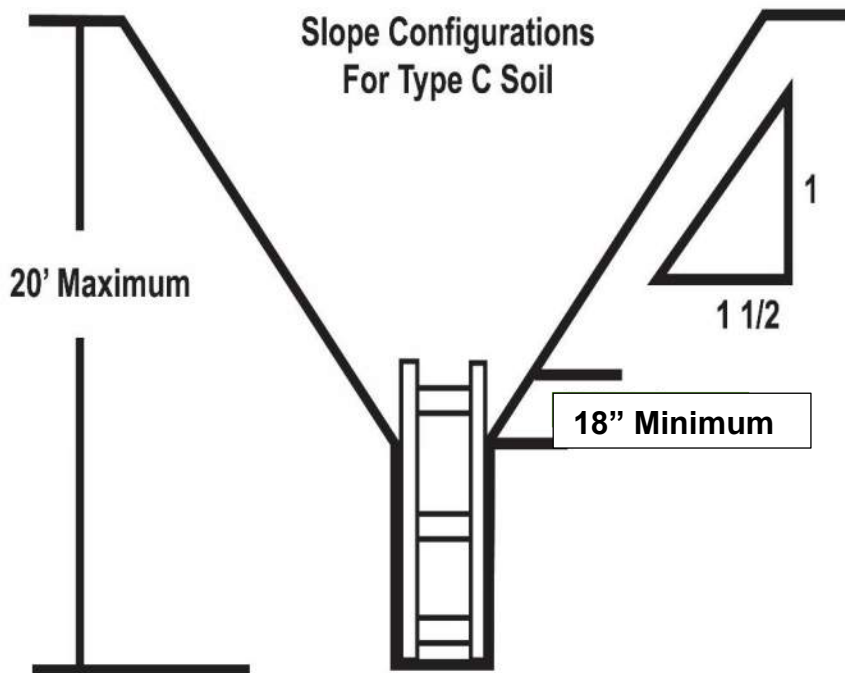
TYPE C SOIL



Type C - Simple Slope

All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1 1/2:1.

Benching in type C soil requires a registered professional engineer



Type C - Vertically Sided Lower Portion

All excavations 20 feet or less in depth which have vertically sided lower portions shall be shielded or supported to a height at **least 18 inches** above the top of the vertical side. All such excavations shall have a maximum allowable slope of 1 1/2:1.

FIRE PREVENTION AND PROTECTION

Fire prevention is a function of planning, organization, good housekeeping and safe work practices. A fire cannot occur unless 3 elements combine together at the same time: combustible materials, heat source and oxygen. These three elements are always present on a construction site. Keep combustible materials picked up and stored away from ignition sources. Place waste and debris in the proper containers. Loose materials and debris will not be tolerated.

Any work that could be an ignition source, such as welding and cutting, may require a hot work permit. Check with your supervisor before beginning hot work. Fire extinguishers shall be located within 20 feet of any hot work and/or welding. When working in existing facilities, become familiar with areas in which hot work can and cannot be done. Become familiar with the Fire/Emergency Plan and evacuation routes.

Basic guidelines for fire prevention and storage of flammable liquids:

- All firefighting equipment shall be conspicuously located.
- A fire extinguisher rated not less than 2A shall be available on each floor in multi-story buildings and at least one fire extinguisher shall be located adjacent to stairways.
- **Fire extinguishers shall have documented visual monthly inspections.**
- If fire extinguishers are the main method of firefighting equipment, an extinguisher rated not less than 2A shall be provided for each 3000 square feet of protected building area.
- Travel distance from any point of the protected area to the nearest fire extinguisher shall not exceed 100 feet.
- A fire extinguisher rated not less than 10B shall be provided within 50 feet of where 5 or more gallons of flammable or combustible liquids are being stored or used.
- No combustible material shall be stored outdoors within 10 feet of a building or structure.
- No more than 25 gallons of flammable or combustible liquids shall be stored in a room outside of an approved storage cabinet.
- Outside storage of flammable or combustible liquids shall not exceed 1100 gallons in any one pile or area and not within 20 feet of a building.
- Portable tanks for the storage of flammable or combustible liquids shall be provided with some method of containing and controlling any spills. Overhead weather protection may be necessary.
- Storage of LPG (liquid petroleum gas) within buildings is prohibited.
- No flammables will be stored inside tool trailers or other closed structures. Approved safety containers will be used for storage and handling of flammable liquids.
- No smoking is permitted within 25 feet of any flammable liquid storage or dispensing area. No smoking signs shall be posted.
- Tampering with or unauthorized removal of fire extinguishers from assigned locations is prohibited.
- Fire extinguishers used in occupied healthcare facilities shall be identified with a number and the owner's name. A map of the fire extinguishers located in the field shall be kept with a complete listing of the extinguishers monthly inspections.
- Portable tanks with pumps shall have a means of locking the pump.
- Sources of ignition shall be prohibited from areas where flammable liquids or explosives are stored or issued, and appropriate warning signs shall be posted at these locations.

To properly use a fire extinguisher, remember PASS:



Think PASS!

- 1. Pull Ring**
- 2. Aim at Base of Fire**
- 3. Squeeze Lever**
- 4. Sweep Side to Side**

Compressed Gases

- Compressed Gas Cylinders shall be chained or secured in an upright position at all times and shall be placed in cylinder carts whenever being transported to different locations on the project
- Compressed gas cylinders of different category or incompatibility must be properly stored with a 20-foot separation between different categories of gases or with a 30-minute fire resistant barrier at least 5 feet high between different gas cylinders.
- Keep caps on compressed gas cylinders equipped with valve protective caps at all times - except when being filled or connected for use.
- Compressed gas cylinders shall only be stored on the cart when connected for use. Cylinders shall only be connected for use when the cylinders will be used within 24 hours.
- When storing compressed gas cylinders on carts, use carts of the type that provide protection to the regulators.
- Compressed gas cylinders shall be stored such that they will not be exposed to direct heating to increase vapor pressure.
- Compressed gas cylinders shall be stored in such a manner as to be protected from vehicle damage.

- Compressed gas cylinders stored outside shall not be placed on the ground (earth) or on surfaces where water can accumulate.

Temporary Heating Devices & LPG

- Solid fuel salamanders are prohibited.
- Adequate insulation shall be provided on combustible floors,
- Mechanical ventilation shall be provided when fresh air supply is inadequate to maintain worker health,
- Temporary heaters shall not be used in confined spaces.
- Temporary heaters shall be inspected each day prior to use. Heaters will not be modified or altered.
- *LPG containers are not to be stored indoors. Store LPG containers in a well-ventilated area.*
- *LPG or gas fired heaters shall not be used inside occupied structures without the Authority Having Jurisdiction's (AHJ) approval. The AHJ will typically be the local fire marshal.*
- **LPG containers shall be stored on secure foundation or secured.**

WELDING AND CUTTING

A hot work permit is required when any welding, cutting, or spark producing activities will take place in an area where a fire is a potential hazard (e.g. work in semi-finished or finished areas). The hot work permit forms will be issued by and must be signed by Andersen and a subcontractor representative.

Fire watch shall be provided when hot work permits are required or whenever there are other combustibles within a 35' radius of spark producing work. Fire watch will remain up to 30 minutes after work has ceased and longer if deemed necessary.

- HEPA filtered equipment must be used to capture fumes / dust in areas where there is a possibility of workers being exposed above the permissible exposure level.
- Floors must be swept and combustibles removed.
- Wall and floor openings covered.
- No combustible materials within 35 feet of work.

Written Fire Prevention Plans will be followed and include fire extinguishers, hot work permits, fire blankets and fire watch.

Prior to the beginning of hot work, each contractor shall ascertain that employees are instructed in the following:

- The work to be performed;
- The precautions to be taken;
- How to use fire extinguishers;
- Emergency response techniques; and
- Work stoppage protocols for possible exposures.

Employers will ensure adequate respiratory protection during any welding, cutting and heating operations unless a negative exposure assessment has ascertained it not to be necessary.

All hoses shall be frequently inspected for leaks, worn places, and loose connections. All hoses shall be elevated at least 8 feet above the work where feasible so as not to prevent the safe passage of workers and equipment.

Compressed gas cylinders shall not be stored inside of any structure – this includes gang boxes, storage trailers and similar closed spaces.

All arc welding and cutting operations shall be shielded by noncombustible or flameproof screens when possible.

TOOLS – HAND AND POWER

Only authorized personnel shall operate power tools; and only then with proper guards “in place”. Electric powered hand tools shall be grounded or of the double-insulated type.

Utility and fixed knife use should be reviewed based on tasks required. Use of non-self-retracting utility knives should be eliminated wherever possible.

Hand tools, such as hammers and chisels, should be well maintained to prevent injury from flying particles. Ergonomic hand tools are encouraged when available.

Power Tools and Extension Cords / Assured Grounding

Working with power and hand tools is a daily occurrence on a construction site. These tools and equipment must be operated in a safe manner. When you are assigned to operate a power tool, be sure you are familiar with its safe operation. A new tool that appears to be exactly the same as the old tool may be slightly different. Do not operate it until you understand the operations manual and a foreman has explained how to use it safely.

- Only UL listed equipment shall be used.
- All electrical equipment, temporary receptacles and cords must be inspected and color-coded quarterly in accordance with an assured equipment grounding protection program. This includes all subcontractors' equipment brought on site. Cord sets not in-compliance with an inspection program will be removed from service. Only competent persons trained in the proper testing procedures shall be allowed to conduct testing according with an assured equipment grounding program. For testing and repair of 240 volt or greater temporary electrical cord, the site electrician would be the preferred competent person.

Major Hazards associated with portable power tools

- Torque is the circular or rotating motion in tools such as drills, impact wrenches, and saws that results in a strong twisting force. Be prepared in case of jamming.
- Have good footing, use two hands, help as assigned, and be ready to release the power switch or trigger (this should be fail-safe so that it cannot be locked “on”).
- Flying objects can result from operating almost any power tool so you must always warn people around you and use proper eye protection.
- Beware of swinging around with the tool running; someone might be beside you.
- Tool condition should be monitored. Examine each power tool before using it. Look for damaged parts, loose fitting, and frayed or cut electric cords. Tag and return defective tools for repair.
- Air must be shut off or the electric cord unplugged before making tool adjustments. Air must be “bled down” before replacement or disconnection.

Operating Practices

- Wear any required PPE (i.e., safety glasses or hearing protection).
- Loose clothing, long hair, rings, and other jewelry must not be worn around operating machines. Keep sleeves buttoned or rolled up.
- Keep fingers away from moving parts. Shut off machines to remove waste. Use a brush to clean up and deburr. Be sure the machine is stopped and not coasting!
- Inspect at least daily before start-up. Look for loose or damaged parts, adequate lighting, lubrication, and abandoned tools or material that could “vibrate into trouble”.

- Use clamps or vises to hold work wherever possible.
- Clear the immediate work area of other craft workers and obstacles.
- All temporary 125 volt, single-phase, 15- 20- and 30-ampere receptacle outlets shall have ground-fault circuit interrupter protection for personnel. Personnel using permanent 125-volt receptacles for temporary power shall be provided ground fault circuit protection.

Powder Actuated Tools:

Approved powder actuated tools shall be used by authorized personnel only, and operated in compliance with regulations set forth in the applicable OSHA regulations.

- Signs warning of use must be posted where powder actuated tools are in use.
- Hearing protection must be worn during powder actuated tool use.
- Loaded powder actuated tools must not be left unattended, even during breaks or other short absences.
- Spent loads, especially those with misfires, shall be gathered and stored in a secure location. They shall not be left on the floor, ground or laying around.

Tool Use and Potential to Impact Power:

- Prior to working with jackhammers, pry bars, chipping guns, rotohammers or other hand tools or whenever concrete cutting and coring will be conducted, determine if there is a potential power source in the area of impact. Any identified power source must be located and adequately marked.
- Whenever the potential exists for electric power lines (underground, in concrete slabs or walls) to be impacted by tools the power source must be locked out and tagged out by an authorized person prior to work commencing when possible.
- Whenever a potential electric power source exists in an area to be impacted by hand and power tools; and the power source cannot be exactly identified and locked out / tagged out, employees using tools which may contact the power source must be provided with insulated protective gloves and any other required PPE as may be required by NFPA or other applicable regulations. Andersen employees who must use insulated protective gloves or other NFPA required PPE must contact the safety department to obtain said PPE. Subcontractor employees must provide Andersen verification of the required inspection and testing of the insulated gloves.

ELECTRICAL

Jobsite Lighting

- Lighting in general construction areas and indoor construction areas such as warehouses, corridors, hallways and exit ways shall be a minimum of 5 foot candles.
- Lighting in general construction areas such as concrete placement, excavation and waste areas, access ways, active storage areas, loading platforms, refueling and field maintenance areas shall be a minimum of 3 foot candles.
- Lighting in general construction plant and shops, equipment rooms, carpenter shops, rigging lofts and active storage rooms or other indoor work rooms shall be a minimum of 10 foot candles.
- Lighting in first aid stations and offices shall be a minimum of 30 foot candles.
- Lighting at transition points should be monitored frequently or as weather changes to ensure it is adequate for the activity occurring.
- Light strings shall be strung 7 – 8 feet overhead to prevent crushing of the lights and tripping hazards.
- Light strings shall utilize the designated hanger or use plastic zip ties to hang light strings – do not wrap with wire.
- Replace broken bulbs and cages to reduce potential for shock.
- When using light stands, ensure cages are in place over the bulbs.
- If using or working in a building with metal halide bulbs, ensure the outer protective jacket is intact.
- If using wobble lights, refer to the manufacturers usage directions to ensure that the maximum number of lights that can be linked together is not exceeded.
- Receptacles for uses other than temporary lighting shall not be installed on branch circuits which supply temporary lighting. Receptacles shall not be connected to the same ungrounded conductor of multi-wire circuits which supply temporary lighting.
- All lamps for general illumination shall be protected from accidental contact or breakage. Metal-case sockets shall be grounded.
- Temporary lights shall not be suspended by their electric cords unless cords and lights are designed for this means of suspension.
- Portable electric lighting used in wet and/or other conductive locations (e.g., drums, tanks, and vessels), shall be operated at 12 volts or less. However, 120-volt lights may be used if protected by a ground-fault circuit interrupter.
- Portable lamps shall be wired with flexible cord and an attachment plug of the polarized or grounding type. If the portable lamp uses an Edison-based lamp holder, the grounded conductor shall be identified and attached to the screw shell and the identified blade of the attachment plug. In addition, portable handlamps shall comply with the following:
 - Metal shell, paper lined lamp holders shall not be used;
 - Handlamps shall be equipped with a handle of molded composition or other insulating material;
 - Handlamps shall be equipped with a substantial guard attached to the lamp holder or handle;
 - Metallic guards shall be grounded by the means of an equipment grounding conductor run within the power supply cord.
 - Lamp holders of the screw-shell type shall be installed for use as lamp holders only. Lamp holders installed in wet or damp locations shall be of the weatherproof type.

Overhead Power

- Always maintain a minimum 20-foot clearance from overhead power lines with cranes and a minimum of 10-foot clearance with all other equipment or scaffolding unless the state required protective measures have been taken.
- Post warning signs whenever overhead power lines are located such that they run adjacent to or through the work area and the potential exists for equipment, scaffold work, crane activities or other similar activities to approach the restricted area.
- Use an observer when it becomes difficult for equipment operators to determine the required 20-foot clearance.
- Any work within 20 feet of overhead high voltage power lines may require authorization from the utility owner as well as the de-energizing and visible grounding of the high voltage system or prevention of accidental contact by the use of insulating guards or barriers that insulate against the system's maximum voltage.
- **Only** the utility owner can conduct the de-energizing and grounding or installation of insulating guards.
- No employee or equipment may work within 20 feet of overhead high voltage power lines with cranes or other equipment which has potential to contact the power lines. Some types of heavy equipment may be legally allowed to work with 20 feet, but not 10. Check with local AHJ / OSHA regulations.
- Post warning signs whenever overhead power lines are located such that they run adjacent to or through the work area and the potential exists for equipment, scaffold work, crane activities or other similar activities to approach the restricted area.

Underground Power

See Trenching and Excavations for Underground Utility Safety Impact Prevention Program

- When working with jackhammers, pry bars, chipping guns, rotohammers or other hand tools or whenever concrete cutting and coring will be conducted, it must first be determined if there is a potential power source in the area of impact. Any identified power source must be located and adequately marked.
- Whenever the potential exists for electric power lines (underground, in concrete slabs or walls) to be impacted by tools the power source must be locked out and tagged out by an authorized person prior to work commencing.
- Whenever a potential electric power source exists in an area to be impacted by hand and power tools and the power source cannot be exactly identified and locked out / tagged out, employees using tools which may contact the power source must be provided with insulated protective gloves and any other required PPE as may be required by NFPA or other applicable regulations. Andersen employees who must use insulated protective gloves or other NFPA required PPE must contact the safety department to obtain said PPE. Subcontractor employees must provide Andersen verification of the required inspection and testing of the insulated gloves.
- The location of buried or located power sources must be identified and maintained on a set of plans to be posted in the jobsite office.

Temporary Power

- *All temporary power (extension) cords 50' or less in length shall be a minimum of 14 AWG and all temporary power cords 50' to 100' in length shall be a minimum of 12 AWG.*
- *All temporary power cords shall be rated for the tool in use.*
- Only UL listed equipment shall be used.

- Extension cord sets used with portable electric tools and appliances shall be of three-wire type and shall be designed for hard or extra-hard usage. Examples include types S, ST, SO, STO and types SJ, SJO, SJT, and SJTO. Additionally, all extension cords, 3-ways, surge suppressors, adapters, and power strips will be rated for outdoor use. Indoor use only temporary power cords are not authorized.
- S indicates hard service while SJ is light duty service. S is the preferred service type.
- All temporary, 125 volt, single-phase, 15- 20- and 30- ampere receptacle outlets shall have ground-fault circuit interrupter protection for personnel.
- When using existing house power, a ground fault circuit interrupter shall be used between the power tool and the receptacle. Temporary power cords shall be protected from damage. This includes protection from vehicular traffic.
- When possible temporary power cords should be hung when the cord is designed for such. Power cords shall not be hung with metallic devices. Only UL listed equipment shall be used.
- To assist with the assurance of properly working tools and electrical equipment, an assured grounding inspection program shall still be in effect.
- Damaged electrical cords will be repaired with heat shrink material only. Electrical tape repairs are not permitted.
- Repaired electrical cords and equipment will be returned to the UL listed type and rating required by the manufacturer. Replacement cords and plugs shall be of the same type and rating as originally manufactured equipment.
- Temporary lighting shall be caged and of the molded type consisting of manufacturers fixed lights. Contractor assembled, multiple conductor (single wire) or Romex stringers with pigtails will not be acceptable.
- Temporary and permanent power that is not readily visible (such as temporary power cord running through the jobsite above a slab) must be protected from traffic, impact or other damage. Signs warning personnel of the existing hazard, its location and measures to be taken to work near the power circuit must be posted.
- Temporary power that will be buried underground must be protected with a minimum of 3 inches of concrete and 18" of backfill. Flexible stakes that extend 5 feet above the ground surface must be applied to the power conduit prior to backfill and concrete being placed. The stakes must identify the power source, its location and be non-conductive. Additional marking or locating of the buried power source must be maintained during the project.
- The location of buried or located power sources must be identified and maintained on a set of plans to be posted in the jobsite office.
- Andersen may require extra planning and potholing whenever any excavation, drilling, piling or saw cutting activities will take place within the reasonable tolerance zone of identified underground utilities.
- If any drilling, excavating or piling activities will take place within the Reasonable Tolerance Zone of located utilities or under located utilities, potholing must extend a minimum of 24" beyond the bottom of the located utility.
- Refer to local "locate" rules for guidelines on locate parameters, duration of markings allowed, requirements to maintain locate markings and non-intrusive digging information.

Assured Grounding Marking Method. Cords should be marked at both ends.

Months	Color Marking Tape		Corresponding Season
January to March	White Marking		Winter
April to June	Green		Spring
July to September	Red		Summer
October to December	Orange		Fall

Any equipment found to be defective or not marked according to this program must be taken out of service and tagged.

LOCK-OUT/TAG-OUT

The purpose of Lock-Out/Tag-Out safety procedures is to prevent an injury or accident while working on tools, equipment, or systems that may be energized or have stored energy (water and liquids can be considered as energized or stored energy) that could seriously injure a worker if the energy was inadvertently released.

Lock-Out/Tag-Out procedures apply to more than just electrical energy systems. Serious injury can also result from mechanical, piping and hydraulic energized systems, or the forces of gravity. Remember to blank out or disconnect pipe systems, unplug a saw before changing its blade, and block up equipment that might fall over.

In Facilities, the owner may have their own Lock-Out/Tag-Out procedures that may need to be followed. Some jobsites may also have special Lock-Out/Tag-Out procedures that may need to be followed. Check with your supervisor.

General Lock-Out/Tag-Out Rules:

- While working, always take the steps necessary to assure that energy cannot be released which could harm you. Never assume that someone else made the system safe for you. After a system has been locked out be sure to test it. Be sure you are clear of potential harm from stored energy before you lock out a system. Also, be sure to re-check a system if it is left locked out overnight. Do not assume that it is still locked out. Always remember: 1 lock, 1 key, 1 person.
- Only qualified, licensed elevator personnel shall lock out elevators.
- Only qualified, trained and licensed shall lock out electrical systems. Andersen as a matter of course does not conduct Lock out Tag Out activities. Each jobsite electrical contractor will be expected to submit their job Lock out Tag Out policies and procedures for covered work on the respective project.
- Only trained, qualified and authorized persons may lock out and Tag Out other unidentified hazardous energy sources such as steam or gas.
- Anyone performing repair and maintenance work on forklifts, aerial lifts, or other heavy equipment that can have a hazardous source of energy such as hydraulic, pneumatic and kinetic / gravity must be properly trained and authorized to conduct the Lock Out Tag Out required prior to performing the work.
- A task specific, written Lock Out / Tag Out Plan may be required. Depending upon the complexity of the work the Plan may need to be more in-depth than a PTP and take the form of a Method of Procedures (MOPs).

ENERGIZED ELECTRICAL WORK

Energized Electrical Work (EEW) shall not be conducted unless the requirement for the work meets the exceptions for EEW as outlined in NFPA 70(e). The competent person who conducted the job evaluation shall document the reasons for not de-energizing and doing “energized electrical work” and the areas where “energized electrical work” will be performed and any special precautions or PPE needed.

The following procedural steps shall be used when EEW is performed:

- Shock Hazard Analysis, which should include:
 - The voltage to which personnel will be exposed;
 - Boundary requirements; and
 - PPE.
- Flash Hazard Analysis, which shall:
 - Identify ways to protect personnel from the possibility of being injured by an arc flash;
 - Determine the flash protection boundary; and
 - Determine the PPE required within the flash protection boundary.
- PPE Assessment
- Job Briefing, which shall include:
 - Point out hazardous grounding surfaces in the area;
 - The hazards of the job;
 - Work procedures to be used;
 - Insulated tools required;
 - Special precautions; and
 - Ensure all assigned employees are qualified to perform the task.
 - Permit completed and work authorized by the following:
 - Electrical Contractor Supervisor
 - Electrical Contractor Safety Supervisor
 - Campus Owner Representative
 - Campus Owner Safety Representative
 - Andersen Superintendent
 - Andersen Management or Safety Representative
- Consideration should be given to the impact to the facility in the event of arc or other issue.
- A contingency plan should be in place in case of damage to equipment.

EEW activities shall not be conducted until all required meetings have occurred, authorizations received and documentation completed.

Dependent upon the nature and hazard of the activity, notification of the EEW work may need to be made to Andersen's Corporate Office. Examples of such times include:

- Failure, accident or arc blast that can damage critical electrical systems.
- The hazard risk category is greater than 2

EEW shall include a task and hazard appropriate work plan. Dependent upon the complexity of the work activities to be undertaken, the Pre-Task Plan may need to take the form of a Method of Procedures (MOPs). All MOPs shall include the Lock Out Tag Out Plan and/or diagram, the PPE and tool listing.

CONFINED SPACES

The purpose of Confined Space Entry Safety Procedures is to assure that all employees recognize and avoid entering a confined space that may contain a hazardous atmosphere. The majority of confined space accidents are fatal and individuals attempting to rescue others account for 60% of the fatalities.

A confined space is a space that:

- Is large enough and so configured that an employee can bodily enter it;
- Has limited or restricted means for entry and exit; and
- Is not designed for continuous human occupancy.

A permit required confined space is a confined space that has one or more of the following characteristics:

- Contains or has a potential to contain a hazardous atmosphere such as a lack of oxygen;
- Contains a material that has the potential for engulfing an entrant;
- Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; or
- Contains any other recognized serious safety or health hazard.

Physical hazard means an existing or potential hazard that can cause death or serious physical damage. Examples include, but are not limited to: explosives, mechanical, electrical, hydraulic and pneumatic energy; radiation; temperature extremes; engulfment; noise; and inwardly converging surfaces. Physical hazard also includes chemicals that can cause death or serious physical damage through skin or eye contact.

Traditional confined spaces include manholes, tanks, silos, and storage tanks. On construction sites, other confined spaces may include trenches, crawlspace, attics, HVAC units and mezzanines. Areas with incomplete/inoperative ventilation systems can be a hazard during construction phases, especially during welding. Initially safe areas can become confined if work-involving coating applications and/or toxic/inert gases are being performed.

Until verified or proven otherwise, confined spaces should be assumed to be permit required.

Confined space entrants must be properly trained. Employers with employees entering permit required confined spaces must have a written permit required confined space entry program complete with training and entry requirements.

Confined Spaces shall not be entered until all entry steps and procedures, including any required atmospheric testing, have been followed and verified.

Once built or otherwise identified, post appropriate signage to identify the space as a confined space.

DEMOLITION

All demolition activities require a Demolition Plan that is specific to the type of the demolition and type of hazards that will be associated with the structure being renovated, remodeled or demolished. A copy of the engineering survey shall be readily available and used for reference during the planning and work phases. Contact Andersen safety office for a Demolition Checklist for Lead and Asbestos as well as other demolition hazards. A Demolition Plan should also include any necessary PPE and personal sampling plans.

In addition to OSHA regulations, there may be other standards that should be referenced during plan development. These include but may not be limited to:

- ANSI A10.34 – Protection of the Public
- ANSI A10.6 – Safety Requirements for Construction and Demolition Operations
- ANSI A10.1- Project Pre-Planning
- NFPA 241 – Standard for Safeguarding Construction

A hazardous materials survey will almost always be required prior to any renovation, remodeling or demolition work. The EPA requires an asbestos survey be conducted by an AHERA certified inspector prior to any renovation, remodel or demolition activities. In any building built prior to 1980, any paint must be tested for lead. The most typical hazardous substances that should be included in a survey, depending upon presence includes but is not limited to:

- Asbestos;
- Lead, including lead based paint;
- Paints containing cadmium or chromium;
- PCB containing light ballasts'
- Mercury containing thermostats; and
- Fluorescent lamps & High intensity discharge (HID) lamps, including mercury vapor, high pressure sodium and metal halide lamps.

Other things to consider when conducting manual demolition include electrical systems, medical gases, hand and back injuries and housekeeping. All electric, gas, water, steam, sewer and other service lines shall be shut off, capped or otherwise controlled outside the building line before complete building demolition work is started. In each case, any utility company which is involved shall be notified in advance.

Where a hazard exists from fragmentation of glass, such hazards shall be removed.

No material shall be dropped to any point lying outside the exterior walls of the structure unless the area is effectively protected by barricades a minimum of 42" high and 6' back from the projected edge of the opening above.

Chute openings into which workmen dump debris, shall be protected by a substantial guardrail approximately 42 inches above the floor or other surface on which the men stand to dump the material. Any space between the chute and the edge of openings in the floors through which it passes shall be solidly covered over.

Chutes made of flammable materials and attached to multiple floors of a structure under construction or deconstruction may require the building to be sprinklered or utilize a fire watch and movement of the

trash bin away from the building each night. Check the local Fire Marshall's regulations governing combustible trash chutes.

ASBESTOS LEAD AND SILICA

Asbestos and lead are known to be hazardous substances that if disturbed can cause serious health issues. Prior to impacting building structures with potential to contain such substances, an appropriate survey must be conducted. A copy of the survey must be readily available onsite.

Asbestos:

EPA regulations require the owner or operator of the building where any demolition or renovation activities will be undertaken to have conducted an asbestos survey. This asbestos survey must be conducted by an accredited inspector.

All tradespersons conducting work at a facility where ACM or PACM is known or suspected to exist will be required to have the minimum hazard awareness training as outlined in the applicable regulations. Documentation must be provided with the subcontractor's Site-Specific Safety Plan. This training must be renewed annually.

Copies of all surveys, worker training documentation and exposure assessments must be sent to Andersen's Corporate Safety Department and/or uploaded to the location as designated by Andersen's Corporate Safety Department.

Clearance samples must be conducted by an independent third party when local jurisdictions mandate and for any friable asbestos abatement.

Andersen personnel may obtain a complete listing of required documentation from Andersen's webserver.

Common building materials where asbestos can be found include:

- Roofing and siding shingles;
- Ceiling and floor tiles;
- Paper products;
- Asbestos cement products such as siding and pipe;
- Attic and wall insulation containing vermiculite;
- Vinyl floor tiles and the backing on vinyl sheet flooring and adhesives;
- Textured paint and patching compounds used on walls and ceilings;
- Walls and floors around wood-burning stoves protected with asbestos paper, millboard or cement sheets;
- Hot water and steam pipes coated with asbestos material or covered with an asbestos blanket or tape;
- Oil and coal furnaces and door gaskets with asbestos insulation;
- Heat resistant fabrics; and
- Automobile clutches and brakes.

It is important to know that the manufacture, importation, processing and distribution in commerce of asbestos is not banned in many products, thus necessitating the need for a survey for all renovations and demolitions of suspect materials.

Lead:

A lead survey may need to be conducted prior to renovation of any structure built before 1980.

Any worksite with lead based paint, lead lined sheetrock or lead sheeting or other lead components that may be impacted by work activities will require hazard awareness training, PPE, and a Site-Specific Lead Work Plan. For more information contact an Andersen Safety representative.

Any structure built prior to 1978 and is a residential or child occupied facility and contains lead based paint in excess of 0.5% lead will require contractors whose scope of work disturbs lead containing surfaces to have a Lead Repair Renovation and Painting license. For more information contact Andersen's Corporate Safety Department.

Copies of all surveys, worker training documentation and exposure assessments must be sent to Andersen's Corporate Safety Department and/or uploaded to the location as designated.

Silica

Crystalline silica is an important industrial material found abundantly in the earth's crust. Quartz, the most common form of silica, is a component of sand, stone, rock, concrete, brick, block, and mortar. Silica dust is hazardous when very small particles are inhaled.

Occupational exposure to respirable crystalline silica occurs when cutting, sawing, drilling, and crushing of concrete, brick, ceramic tile, rock and stone products. Employers whose employees may be exposed to respirable silica are required to implement a written Exposure Control Plan that identifies the tasks involved and methods to protect workers. The following table, as excerpted from the Federal Rule 1926.1153 can be used as a reference for tasks and their required engineering and work control practice control methods and personal protective equipment. For the complete table see 29 CFR 1926.1153.

Silica Standard

TABLE 1 (EXCERPTS) SPECIFIED EXPOSURE CONTROL METHODS WHEN WORKING WITH MATERIALS CONTAINING CRYSTALLINE SILICA

Equipment / Task	Engineering & Work Practice	Required Protection & Respiratory Assigned Protection Factors	
		≤ 4 hours / shift	> 4 hours / shift
<i>Stationary masonry saws</i>	<p><i>Use saw equipped with integrated water delivery system that continuously feeds water to the blade.</i></p> <p><i>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</i></p>	None	None
<i>Handheld power saws (any blade diameter)</i>	<p><i>Use saw equipped with integrated water delivery system that continuously feeds water to the blade.</i></p> <p><i>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</i></p>		
	<i>– When used outdoors.</i>	None	APF 10
	<i>– When used indoors or in an enclosed area.</i>	APF 10	APF 10
<i>Handheld power saws for cutting fiber-cement board (with blade diameter of 8 inches or less)</i>	<p><i>For tasks performed outdoors only:</i></p> <p><i>Use saw equipped with commercially available dust collection system.</i></p> <p><i>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</i></p> <p><i>Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency.</i></p>	None	None

Equipment / Task	Engineering & Work Practice	Required Protection & Minimum Assigned Protection Factors	
		≤ 4 hours / shift	> 4 hours / shift
<i>Walk behind saws</i>	<i>Use saw equipped with integrated water delivery system that continuously feeds water to the blade.</i>		
	<i>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</i>		
	<i>- When used outdoors</i>	<i>None</i>	<i>None</i>
	<i>- When used indoors or in an enclosed area.</i>	<i>APF 10</i>	<i>APF 10</i>
<i>Rig-mounted core saws or drills</i>	<i>Use tool equipped with integrated water delivery system that supplies water to cutting surface.</i>		
	<i>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</i>	<i>None</i>	<i>None</i>
<i>Handheld and stand mounted drills (including impact and rotary hammer drills)</i>	<i>Use drill equipped with commercially available shroud or cowling with dust collection system.</i>		
	<i>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</i>		
	<i>Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism.</i>		
	<i>Use a HEPA-filtered vacuum when cleaning holes.</i>	<i>None</i>	<i>None</i>
<i>Dowel drilling rigs for concrete</i>	<i>For tasks performed outdoors only:</i>		
	<i>Use shroud around drill bit with a dust collection system. Dust collector must have a filter with 99% or greater efficiency and a filter-cleaning mechanism.</i>		
	<i>Use a HEPA filtered vacuum when cleaning holes.</i>	<i>APF 10</i>	<i>APF 10</i>

Equipment / Task	Engineering & Work Practice	Required Protection & Minimum Assigned Protection Factors	
		≤ 4 hours / shift	> 4 hours / shift
<i>Jack hammers and handheld powered chipping tools.</i>	<i>Use tool with water delivery system that supplies a continuous stream or spray of water at the point of impact.</i>		
	<i>- When used outdoors.</i>	<i>None</i>	<i>APF 10</i>
	<i>- When used indoors or in an enclosed area</i>	<i>APF 10</i>	<i>APF 10</i>
	<i>OR</i>		
	<i>Use tool equipped with commercially available shroud and dust collection system.</i>		
	<i>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</i>		
	<i>Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism.</i>		
<i>- When used outdoors.</i>	<i>None</i>	<i>APF 10</i>	
<i>- When used indoors or in an enclosed area.</i>	<i>APF 10</i>	<i>APF 10</i>	

Equipment / Task	Engineering & Work Practice	Required Protection Assigned Factors	Respiratory & Minimum Protection
		≤ 4 hours / shift	> 4 hours / shift
<i>Handheld grinders for mortar removal (i.e. tuckpointing)</i>	<p><i>Use grinder equipped with commercially available shroud and dust collection system.</i></p> <p><i>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</i></p> <p><i>Dust collector must provide 25 cubic feet per minute (cfm) or greater of airflow per inch of wheel diameter and have a filter with 99% or greater efficiency and a cyclonic pre-separator or filter-cleaning mechanism.</i></p>	APF 10	APF 25
<i>Handheld grinders for uses other than mortar removal</i>	<p><i>For tasks performed outdoors only:</i></p> <p><i>Use grinder equipped with integrated water delivery system that continuously feeds water to the grinding surface.</i></p> <p><i>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</i></p>	None	None
	OR		
	<p><i>Use grinder equipped with commercially available shroud and dust collection system.</i></p> <p><i>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</i></p> <p><i>Dust collector must provide 25 cubic feet per minute (cfm) or greater of airflow per inch of wheel diameter and have a filter with 99% or greater efficiency and a cyclonic pre-separator or filter-cleaning mechanism.</i></p>		
	<p><i>- When used outdoors.</i></p>	None	None
<p><i>- When used indoors or in an enclosed area.</i></p>	None	APF 10	

Equipment / Task	Engineering & Work Practice	Required Protection Assigned Factors	Respiratory & Minimum Protection
		≤ 4 hours / shift	> 4 hours / shift
<i>Heavy equipment and utility vehicles used to abrade or fracture silica containing materials (e.g., hoe-ramming, rock ripping) or used during demolition activities involving silica-containing materials</i>	<i>Operate equipment from within an enclosed cab.</i>	<i>None</i>	<i>None</i>
	<i>When employees outside of the cab are engaged in the task, apply water and/or dust suppressants as necessary to minimize dust emissions.</i>	<i>None</i>	<i>None</i>
<i>Heavy equipment and utility vehicles for tasks such as grading and excavating but not including: demolishing, abrading, or fracturing silica containing materials</i>	<i>Apply water and/or dust suppressants as necessary to minimize dust emissions.</i> <i>OR</i>	<i>None</i>	<i>None</i>
	<i>When the equipment operator is the only employee engaged in the task, operate equipment from within an enclosed cab.</i>	<i>None</i>	<i>None</i>

DUST CONTROL

Many activities on construction sites generate dust. Some dust is hazardous to workers. Examples of such dust are asbestos, lead, and silica. Some non-hazardous forms of dust can be hazardous to persons who have compromised immune systems, such as persons with recent organ transplants, major surgeries, leukemia or aids. Some dust is hazardous to our clients work activities, such as in the high-tech industry. Dependent upon your work environment and work task, dust control may be required.

If you are performing work activities that generate dust, be sure that you have communicated with your supervisor to ensure that your work is not creating a health hazard to yourself and/or others around you. Andersen and some of our clients take dust control very seriously and failure to follow the jobsites procedures can result in disciplinary action.

If you are performing activities within an occupied healthcare facility, you must be familiar with the site Interim Life Safety Measures (ILSM) and Infection Control procedures. If you are not – STOP and contact your supervisor.

- Dry sweeping of surfaces is strongly discouraged. Wet any sweeping material that can become an airborne respiratory hazard, use a vacuum or use a floor sweeping compound.

TRAFFIC CONTROL

Construction sites can often be considered an attractive nuisance – meaning that the public are drawn to them. However, the public is not aware of the hazards construction sites can pose. Therefore, it is important that all traffic control measures and public safety measures meet the applicable standards, be part of regular safety and coordination meetings, and be reviewed as often as the conditions warrant.

- All traffic signs or devices used for protection of the public shall conform to the applicable ANSI standards, the Manual of Uniform Traffic Control Devices for Streets and Highways or other governmental requirements.
- Barricades, cones or similar channeling devices shall be used whenever employees or the public are exposed to traffic or similar hazards.
- Traffic control supervisors shall be trained in the fundamentals of traffic control and training records shall be provided to Andersen's site safety representative.
- Traffic Control Plans shall be submitted to Andersen, the applicable regulatory authority and available for review.
- Only flaggers trained under the MUTCD standards shall be utilized for motor vehicle traffic control in the public right of way.
- Flaggers directing traffic in the public right of way shall use the appropriate class of high visible clothing and a Stop / Slow Paddle as per the MUTCD.
- Low voltage (12 volt) protected lights shall be used to mark fences and barricades and other such encroachments onto public streets or sidewalks when lighting is not adequate during hours of darkness to adequately illuminate any encroachment.
- Any covered sidewalks shall be equipped with permanent lights to provide sufficient illumination for safe use by the public day or night.
- Public walkways and roadways shall be kept clean and free of all recognized hazards and maintained for the safe and unobstructed movement of pedestrians and vehicular traffic.
- Where sidewalks or other normal walkways for pedestrians are blocked, protected pedestrian pathways shall be provided around the blocked area to protect pedestrians from traffic and other hazards.
- The ANSI A10.34 standard for public safety shall be used as a reference guide for anyone whose work activities may impact the public.
- *Bike paths and sidewalks shall be considered during the logistics planning phase.*
- *Large equipment, earth-moving and demolition-debris handling vehicles or other large trucks that must cross bike paths and sidewalks to exit the construction site must use a spotter to direct bicyclists and pedestrians.*
- *The backing of equipment and earth-moving or demolition-debris handling vehicles or other large trucks into public roadways will require a MUTCD certified flagger and/or Traffic Control Plan in accordance with the applicable jurisdictions.*

EMERGENCIES AND JOBSITE EVACUATIONS

Each project shall develop an Emergency Action and Excavation Plan specific to and appropriate for the project. The superintendent shall have a grab-n-go kit that is readily accessible that includes the procedures for roll call.

Review all Emergency Action and Evacuation Plan procedures on a weekly basis, during Safety Meetings. Modify these procedures as construction dictates.

In the case of jobsite Emergency:

- Follow all jobsite and/or facility procedures.
- Immediately remove victim from any life-threatening environment.
 - If environment is not life-threatening; notify the proper emergency personnel.
- Hazardous Chemical Emergency: Follow the guidelines on the Safety Data Sheet.
 - All SDS should be readily available in the job trailer or each onsite employer's main office or via electronic copy.

Always be familiar with the Site Excavation Plan and any alarms. Know what each alarm means and what to do in the case of alarm activation. If you are informed to evacuate, do so immediately.

In the case of jobsite Evacuation:

- Do NOT stop to turn off tools not currently in your possession.
- Do NOT stop to pick up tools or other materials.
- Assemble at the designated evacuation gathering location.
- Do NOT leave the premises after an evacuation or return to work until cleared by your supervisor.
- DO NOT go back into the building until authorized to do so.

HAZARD COMMUNICATION

The purpose of the Hazard Communications Standard is to protect workers against chemical exposures in the workplace. The law is intended to reduce risks by providing information regarding the potential hazards of chemicals. All chemical products on any worksite must have a Safety Data Sheet (SDS) readily available. If the material is delivered without a SDS, and the company does not already have one on file, the material should not be accepted or the purchasing contractor's project superintendent or project foreman must obtain one from the vendor within 24 hours.

It is each contractor's responsibility to work within the OSHA guidelines. The project superintendent will coordinate all phases of the project and pre-plan for phases requiring the use of chemicals. Andersen will inform other contractors of hazardous processes during safety meetings. It is the responsibility of each contractor to keep Andersen and other contractors informed of any hazardous materials and processes to be used on the project. Any material or work process which may impact employees or create a hazardous atmospheric condition must include air monitoring equipment and/or respiratory protective equipment suitable for the hazard. Documentation of air monitoring must be submitted to Andersen.

Each subcontractor must submit their Safety Data Sheets (either hard copy or electronic) and their written Hazard Communication Plan to Andersen. Each subcontractor shall maintain a current list and copy of the Safety Data Sheets for all applicable products.

Highlights of the Hazard Communication Standard:

1. Employees are informed and trained on the Hazardous Communication Standard.
2. Safety Data Sheets (SDS) are available for all products used in the workplace.
3. All containers are labeled to identify the product.
4. Employees have been furnished with and trained in the use of personal protective equipment (PPE) in the event of an exposure to a potentially hazardous product.


Some projects may require pre-approval of chemicals prior to use on site. *Andersen reserves the right to refuse to allow highly toxic or flammable chemical products to be used on site.*

Container Labels

All chemical containers must be labeled – even if they only contain water. Containers that are commonly used for food and beverage products such as water bottles shall not be secondary containers.










The labels for chemical products must contain the following information: product identifier; signal word; hazard statement(s); precautionary statement(s); and pictograms; and name, address and telephone number of the chemical manufacturer, importer, or other responsible party. The Hazard Pictograms must be a red diamond with a black picture inside.

Sample Label

SAMPLE LABEL		
CODE _____ Product Name _____	} Product Identifier	
Company Name _____ Street Address _____ City _____ State _____ Postal Code _____ Country _____ Emergency Phone Number _____	} Supplier Identification	
Keep container tightly closed. Store in a cool, well-ventilated place that is locked. Keep away from heat/sparks/open flame. No smoking. Only use non-sparking tools. Use explosion-proof electrical equipment. Take precautionary measures against static discharge. Ground and bond container and receiving equipment. Do not breathe vapors. Wear protective gloves. Do not eat, drink or smoke when using this product. Wash hands thoroughly after handling. Dispose of in accordance with local, regional, national, international regulations as specified. In Case of Fire: use dry chemical (BC) or Carbon Dioxide (CO ₂) fire extinguisher to extinguish. First Aid If exposed call Poison Center. If on skin (or hair): Take off immediately any contaminated clothing. Rinse skin with water.	} Precautionary Statements	
	Hazard Pictograms 	} Hazard Statements
	Signal Word Danger Highly flammable liquid and vapor. May cause liver and kidney damage.	
Supplemental Information Directions for Use _____ _____ _____ Fill weight: _____ Lot Number: _____ Gross weight: _____ Fill Date: _____ Expiration Date: _____		

In addition, Andersen requires the contractor's name, address and telephone number to be added to each and every storage cabinet, bucket or container of their chemical or hazardous products. This includes combustible gas cylinders, gas and diesel containers, propane containers and similar products. Each subcontractor is responsible for the removal of remaining chemical products no later than when the subcontractor demobilizes. Each subcontractor will be responsible for 150% of the disposal cost of remaining chemical products.

HCS Pictograms and Hazards

<p style="text-align: center;">Health Hazard</p>  <ul style="list-style-type: none"> • Carcinogen • Mutagenicity • Reproductive Toxicity • Respiratory Sensitizer • Target Organ Toxicity • Aspiration Toxicity 	<p style="text-align: center;">Flame</p>  <ul style="list-style-type: none"> • Flammables • Pyrophorics • Self-Heating • Emits Flammable Gas • Self-Reactives • Organic Peroxides 	<p style="text-align: center;">Exclamation Mark</p>  <ul style="list-style-type: none"> • Irritant (skin and eye) • Skin Sensitizer • Acute Toxicity (harmful) • Narcotic Effects • Respiratory Tract Irritant • Hazardous to Ozone Layer (Non-Mandatory)
<p style="text-align: center;">Gas Cylinder</p>  <ul style="list-style-type: none"> • Gases Under Pressure 	<p style="text-align: center;">Corrosion</p>  <ul style="list-style-type: none"> • Skin Corrosion/ Burns • Eye Damage • Corrosive to Metals 	<p style="text-align: center;">Exploding Bomb</p>  <ul style="list-style-type: none"> • Explosives • Self-Reactives • Organic Peroxides
<p style="text-align: center;">Flame Over Circle</p>  <ul style="list-style-type: none"> • Oxidizers 	<p style="text-align: center;">Environment (Non-Mandatory)</p>  <ul style="list-style-type: none"> • Aquatic Toxicity 	<p style="text-align: center;">Skull and Crossbones</p>  <ul style="list-style-type: none"> • Acute Toxicity (fatal or toxic)

HAZARDOUS MATERIALS & WASTE

Hazardous Materials are substances that may cause personal injury, illness, or a threat to the public or environment during handling, use, discharge or disposal. Proper EPA guidelines must be followed regarding the disposal and storage of hazardous materials.

LEAVING USED AND UNUSED HAZARDOUS MATERIALS ON ANDERSEN'S PROJECTS IS NOT ALLOWED.

- Leave the original label on all containers.
- Store hazardous materials only in approved areas.
- Always use proper protective clothing and equipment.
- Know what chemicals you are working with and the proper procedures to follow.
- Only bring on site the amount of chemicals needed for the task at hand.
- Ensure that all secondary containers are labeled.
- For help regarding the disposal or transportation of hazardous materials, contact the appropriate regulatory agency. (DEQ, EPA or local city and county authorities).
- **DO NOT** dispose of any materials in sewers or on the ground.
- **DO NOT** dispose of used containers in the trash bins unless authorized by the Project Superintendent.
- **DO NOT** clean up unknown chemical spills; contain, barricade and notify your foreman.
- **REPORT** all spills to your foreman and/or the project superintendent.
- **REPORT** all hazardous material spills to your company's main office for proper reporting purposes.

Some Materials that are Considered Hazardous:

- Epoxy Resins
 - Glues, Caulks and Adhesives
 - Paints and Paint Thinners
 - Acetone
 - Asphalt, Tar, Sealants and Coatings
 - Lead
 - Landscaping pesticides and weed killers
 - Diesel Fuel, Gasoline, Oils, Grease, Propane
 - Hydrogen Peroxide
 - Some concrete cures and sealants
-
- All chemical products must be stored properly. *Take note of reactivity, combustibility, flammability, and compatibility of each item in storage. Only store products with like compatible products. Refer to the SDS for storage criteria.*
 - All epoxy materials can only be installed with approved safety measures. It is important to communicate to other trades whenever epoxies or other products that can cause sensitizations are to be used on the jobsites.

WASTE & RECYCLING

Most jobsites will have a Waste and Recycling Plan. All jobsites are encouraged to recycle and ensure universal wastes are handled in a responsible manner that is in compliance with local waste guidelines or regulations.

When working on an occupied campus review the host employer's recycling and disposal procedures.

Universal or hazardous waste disposal will require a manifest. Each manifest will require a "Generator's" name as the owner of the waste. The Generator will be the facility owner.

As such, each subcontractor is responsible for properly disposing of any hazardous waste, spent or unused product in accordance with their company policy and the local regulations. For more information contact the local jurisdiction.

Light Bulb Disposal

Fluorescent lamps as well as high-intensity discharge lamps – including mercury vapor, high-pressure sodium and metal halide lamps can contain levels of mercury and lead that make them hazardous waste when disposed.

Do not dispose of these lamps in construction dumpsters. They must be placed in a specific container and disposed of at a facility that handles Universal Waste in accordance with the local jurisdiction.

Handlers of waste lamps managed under the universal waste rule must:

1. Manage lamps in a way that prevents releases of the waste to the environment;
2. Place lamps in containers such as cardboard boxes or fiber drums, which are adequate to prevent breakage;
3. Keep containers closed;
4. Label each container with the words "Universal Waste – Lamps," "Waste Lamps" or "Used Lamps";
5. Immediately clean up broken or damaged lamps; and
6. Store broken lamps in a closed, structurally sound container.

Universal Waste Battery Management

A handler of universal waste batteries must manage them in a way that prevents the release of any waste or component of the waste to the environment.

Any battery that shows evidence of leaking must be contained in a container that is closed, structurally sound and compatible with the contents of the battery.

Universal waste batteries must be disposed of at universal waste facilities.

Containers of waste batteries must be clearly labeled or marked with the following: Universal or waste batteries.

Batteries must not be accumulated on one site for more than 1 year.

Mercury Containing Equipment

Mercury containing equipment such as thermostats, mercury switches, pressure relief valves, manometers can contain levels of mercury that make them hazardous when disposed. These devices may be handled and disposed of as universal waste.

Designated containers must be utilized for the mercury containing equipment and properly labeled as; "mercury-containing equipment." Appropriate containers should be well-sealed, leak-proof, heavy plastic and stored in an area with low risk of fire. Do not use aluminum containers.

The waste must not be accumulated for more than one year and must be disposed of at a facility that is authorized for universal waste.

Resources for more information on Waste & Recycling or other hazardous waste substances:

<http://www.deq.state.or.us/pubs/factsheets.htm#UW>

<http://www.ecy.wa.gov/>

<http://www.deq.idaho.gov/>

<http://www.epa.gov>

CONSTRUCTION SAFETY RESOURCES

There are many online safety resources available today and many can be found in multiple languages. The resources found below provide regulatory resources, training resources, and information on the various types of PPE.

General Construction Resources

<http://www.cdc.gov/niosh/construction/>
<http://www.elcosh.org/index.php>
<http://www.cpwr.com/>

OSHA Websites

http://www.orosha.org	Oregon OSHA
http://www.lni.wa.gov	Washington Labor & Industries
http://www.osha.gov	Federal OSHA

Fall Protection

http://stopconstructionfalls.com/	
http://www.capitalsafety.com	DBI Protecta
http://www.Guardianfall.com	Guardian Fall Protection
http://www.millerfallprotection.com	Miller Fall Protection

Personal Protective Equipment Resources

<http://www.honeywellsafety.com>
<http://solutions.3m.com/wps/portal/3M/en-US/PPESafetySolutions/PPESafety/>
<http://www.ansellpro.com>
<http://www.bestglove.com>
<http://www.howardleight.com>

DISCIPLINARY POLICY

The following Disciplinary Policy shall apply to all Andersen Construction, Pacific Data Communication, and ASI Structures Employees. All other Subcontractors and Sub-Tiers shall be subject to the Safety Disciplinary Policy attached to the Subcontractor Subcontract Agreement as Exhibit C.

Andersen Construction, Pacific Data Communication, and ASI Structures Employees (collectively referred to in this Disciplinary Policy as “Employee”) are required to follow Andersen’s Policies, Safety Rules, Owner imposed safety guidelines, and all applicable Federal and State OSHA rules and regulations as well as additional rules, regulations and consensus standards such as NFPA standards, NEC standards, and other best-known practices.

If any Employee: (a) is found to be non-compliant with any project-specific safety requirement or fails to implement measures to ensure worker or public safety; or (b) disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or (c) violates any Company policy or standard of conduct, the Employee will be subject to disciplinary action. Dependent upon the severity or frequency of the violation, disciplinary action may involve any or all of the following:

- **Verbal Warning**
- **Written Warning**
- **Suspension from the Project and Any Other Andersen Project**
- **Termination**

Repeat Warnings may result in escalating consequences. Willful disregard for serious hazards will result in immediate termination. If at any time you are unsure of safety conditions or procedures, stop immediately and contact your direct supervisor.

High Hazard Safety Violations

The following type of violations will result in an immediate work stoppage and/or suspension pending an incident review. The purpose of the incident review is to uncover the facts related to the reason for the violation and ensure worker knowledge. Any disciplinary action will be determined following the incident review.

- Fall protection violations
- Electrical violations that fall under the “Focus Four” category
- Struck by hazards
- Caught-in / Crush by hazards
- Other serious hazards that expose workers to potential serious injury or death.

NOTE: If a supervisor knowingly places an individual at risk for injury, serious or other, the supervisor shall be subject to disciplinary action up to and including termination. If a supervisor continues to fail to properly supervise workers to ensure worker safety, the supervisor may be removed from the project.

For a complete copy of Andersen’s Safety Disciplinary Policy, contact the Corporate Safety Office.

Andersen Construction
EXHIBIT B: ANTI-HARASSMENT POLICY

Revision 2018

Andersen Construction provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or status as a Vietnam-era or special disabled veteran in accordance with applicable federal laws. In addition, Andersen Construction complies with applicable state and local laws governing nondiscrimination in employment in every location in which Andersen Construction has facilities and/or jobsites. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, compensation, and training.

Andersen Construction expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, and disability, status as Vietnam-era or special disabled veteran, or status in any group protected by state or local law. Improper interference with the ability of Andersen Construction's employees to perform their expected job duty is not tolerated.

With respect to sexual harassment, Andersen Construction prohibits the following:

1. Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
 - 1.1. Submission to such conduct is made either explicitly or implicitly or term or condition of employment;
 - 1.2. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - 1.3. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Offensive comments, jokes, innuendoes, and other sexually oriented statements.

With respect to other forms of harassment, Andersen Construction prohibits offensive comments, jokes, innuendoes and other forms of harassment and/or discrimination on the basis of race, color, religion, sex, national origin, age, disability, or status as a Vietnam-era or special disabled veteran or any other protected class.

Complaint Procedure

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their coworkers.

Any employee who feels that he/she has been harassed or discriminated against based on his/her sex, race, color, age, national origin, disability, or on any other protected class status, or believes that he/she may have been treated in an unlawful, discriminatory manner, is strongly encouraged to promptly report the incident(s) or concern(s) to his/her supervisor, or any of the company EEO Coordinators. The matter will be investigated and appropriate action will be taken. If an employee believes it would be inappropriate, or is uncomfortable discussing the matter with his/her supervisor, or if the employee feels that it is the supervisor responsible for the harassing or discriminatory behavior, the employee may bypass his/her supervisor and report the matter directly to the head of the department or jobsite, or to one of the EEO Coordinators, who will undertake the investigation.

The complaint will be kept confidential to the maximum extent possible. Andersen Construction has a program in place to investigate such complaints so that appropriate remedial action (if needed) can be taken to improve the situation. Remember, the only way we can help make things better is to be made aware of any deficiencies or problems. To briefly reiterate the steps to file a complaint:

1. The employee should take up the concern with his/her supervisor or manager immediately. If the employee feels his/her supervisor is responsible for the discriminatory or harassing behavior or actions, or is uncomfortable discussing such with his/her supervisor, the employee may go directly to one of the EEO Coordinators. In any situation where an employee feels that he/she is being harassed in any manner, the employee may go directly to one of the EEO Coordinators.

2. If the supervisor is unable to resolve the issue or the employee feels that the behavior or actions continues, the employee should take up the concern with one of the EEO Coordinators. The EEO Coordinators are empowered to investigate and resolve the issue.

If Andersen construction determines that an employee is guilty of harassing another individual, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.

Andersen Construction prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if after investigating any complaint of harassment or unlawful discrimination, Andersen Construction determines that the complaint is not bona fide or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

Employees seeking further clarification regarding harassment, his/her rights, or this policy are encouraged to contact the EEO Coordinator(s).

Kimberly Gamble, EEO Coordinator
Bill Eckhardt, EEO Coordinator
PO Box 6712
Portland, OR 97228
(503) 283-6712

Andersen Construction
EXHIBIT C: SAFETY DISCIPLINARY POLICY

Revision 2018

Andersen Construction employees, subcontractors, sub-subcontractors and their employees are required to follow Andersen Construction's Company Policies, Safety Rules, Owner imposed safety guidelines, and all applicable Federal and State OSHA rules and regulations as well as additional rules, regulations and consensus standards such as NFPA standards, NEC standards, and other best known practices.

If any Subcontractor and/or its sub-tier contractors: (a) is found to be non-compliant with any project-specific safety requirement or fails to implement measures to ensure worker or public safety; or (b) disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; the Contractor may:

- Stop work and direct immediate correction; and/or
- Issue written notice to the Subcontractor requiring a written cure/recovery plan detailing how Subcontractor intends to correct the contractual default(s) ("Notice to Cure").

If a Notice to Cure is issued under this Safety Disciplinary Policy, and Subcontractor fails within **twenty-four (24) hours** after receipt thereof to submit a written Corrective Action Plan, and commence and continue satisfactory correction of the contractual defaults with diligence and promptness, then the Contractor, without further notice or prejudice to any rights or remedies, shall exercise any or all of the following remedies:

- Temporarily or permanently remove any individual from the project;
- Require re-training for any individual(s), crew and/or supervisor(s);
- Issue a \$1000 fine per occurrence;
- Require additional full-time supervision and/or safety representative hired by or approved by Contractor at Subcontractor's expense;
- Require the removal of any unsafe condition; and/or
- Terminate all or part of the Agreement.

Repeat warnings may result in escalating consequences. Willful disregard for serious hazards may result in immediate termination. Subcontractor shall be solely responsible for (1) all costs and expenses paid or incurred in the implementation of the Corrective Action Plan, including costs incurred by the stoppage of Work; and (2) all sub-tier subcontractors and employees.

High Hazard Safety Violations

The following type of violations will result in an immediate work stoppage and/or suspension pending an incident review. The purpose of the incident review is to uncover the facts related to the reason for the violation and ensure worker knowledge. Disciplinary action, if any, will be determined following the incident review.

- Fall protection violations
- Electrical violations that fall under the "Focus Four" category
- Struck by hazards
- Caught-in / Crush by hazards
- Other serious hazards that expose workers to potential serious injury or death.

NOTE: If a supervisor knowingly places an individual at risk for injury, serious or other, the supervisor shall be subject to disciplinary action up to and including removal from the Andersen Job Site.

For a complete copy of Andersen Construction's Safety Disciplinary Policy, contact the Corporate Safety Office.

Andersen Construction
EXHIBIT D: ACCOUNTING PROCEDURES

All Subcontractors/Vendors must adhere to the following billing procedures in order to be paid. Make copies of the proper forms for your use each month. Please note that any payment application received that does not adhere to all of the below listed requirements will be held until in compliance and may not be processed within the month submitted. Also note that payments cannot be made on any subcontract that is not yet fully executed.

1. Progress Billings must be submitted on or before the 20th of each month, projected through the end of the billing period. Billings shall be submitted electronically to subpayables@andersen-const.com and one to the Project Manager for your job via email. The project number, project name, company name, and billing month shall be referenced in the subject of the email. Please do not send hard copies.
2. The Application for Payment form must filled out completely including vendor number, job number and contract or PA number (these can be located on your subcontract agreement signature page).
3. The Subcontractor Breakdown Sheet or an equivalent Schedule of Values (SOV) sheet must accompany each billing.
4. A Lien and Claim Waiver must accompany each Progress Billing. These should be filled out for the Net Amount Due, be signed and notarized.
5. A Final Waiver must accompany Final Billing for retention only.

JOINT CHECK PROCEDURE

1. If your company is on Joint Check Status for one or all projects, the “List of Subcontractors, Suppliers & Unions” must be filled out and submitted with EVERY monthly pay application and is due at the same time as the pay application.
2. A “2nd Tier Subcontractor’s/Supplier’s Waiver of Lien and Claim” must be filled out by each sub/supplier on the list noted in item 1 above. If they have been paid in full, they fill out the “Unconditional” portion and no joint check will be cut. If they have not been paid, they fill out the “Conditional” and a joint check will be cut at the same time that the pay application is processed for payment.
3. If unions are applicable, a signed letter of good standing must be provided from the applicable union in lieu of a Supplier Waiver.

Andersen Construction

EXHIBIT D: ACCOUNTING PROCEDURES

APPLICATION FOR PAYMENT

VENDOR #:
SUBCONTRACTOR NAME:

APPLICATION #:
INVOICE #:

PROJECT:

PERIOD TO:

JOB #:

CONTRACT OR PA #:

1. ORIGINAL CONTRACT AMOUNT:	\$ _____
2. ISSUED CHANGE ORDER TOTAL: THROUGH CHANGE ORDER #: _____	\$ _____ 0.00
3. CONTRACT AMOUNT (LINES 1+2)	\$ _____ 0.00
4. TOTAL COMPLETED TO DATE BY SUBCONTRACTOR:	\$ _____
5. LESS GROSS AMOUNT OF PRIOR APPLICATIONS BY SUBCONTRACTOR: (LINE 4 FROM PREVIOUS APP)	\$ _____
6. GROSS AMOUNT CURRENTLY DUE: (LINE 4 - 5)	\$ _____ 0.00
7. LESS CURRENT RETENTION .05 % (Note 5% must be entered as 0.05)	\$ _____ 0.00
8. NET AMOUNT DUE: (LINE 6 - 7) (Lien Release Amt)	\$ _____ 0.00

PLEASE NOTE THE FOLLOWING:

- *This pay application is due on the 20th of the month or per your specific contract terms.
- *Any pay application received after the due date will be processed in the following month.
- *This form must be accompanied by a lien release for the Net Amount Due. No payments will be made without a correct, signed and notarized lien release.
- *If you are on Joint Check Status. This application must include the List of Suppliers and a Supplier Waiver for each.

Checks will not be issued until the above requirements are met.

Andersen Construction
EXHIBIT D: ACCOUNTING PROCEDURES

LIEN/CLAIM WAIVER

From: _____
 (Name of Firm Giving Release)

 (Business Address)

 (City, State, Zip Code)
 Contact Person: _____

Project: _____
 (Project Name)

 (Project Address)

 (City, State, Zip Code)
 Project Manager: _____

CONDITIONAL RELEASE

The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from Andersen Construction in the sum of (line 8 from pay application) 0.00 and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers a progress payment for labor, services, equipment, materials furnished and/or claims through (period to date from pay application) _____ only and does not cover any retention or items furnished after that date. Before any recipient of this Document relies on it, said party should verify evidence of payment to the undersigned.

The undersigned also certifies that, except for those amounts listed below, payment has been made in full to all Subcontractors and Suppliers for all labor, materials, equipment, and/or services related to the above referenced project, and that there are no outstanding claims or demands.

UNCONDITIONAL RELEASE

Additionally, the undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments in the sum of \$ _____ for labor, services, equipment or materials furnished to the above referenced job and does hereby release any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers all payment for labor services, equipment, materials furnished and/or claims to the above referenced job through (date) _____ only and does not cover any retention or items furnished after that date.

NOTICE: THIS PORTION WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. ONLY ENTER THE TOTAL AMOUNT THAT YOU HAVE ACTUALLY RECEIVED.

I / WE HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT, AND THAT ALL WORK HAS BEEN PERFORMED FOR THE STATED PROJECT AT THE STATED ADDRESS.

Signature: _____
 (Authorized Representative)

Title: _____

Dated this _____, 20__ at _____
 (City, State)

State of _____, County of _____
 This instrument was acknowledged before me on this _____
 day of _____, 20_____
 by _____ as _____
 of _____

 Notary Public State of _____
 My Commission Expires: _____

[List any outstanding charges or claims]

Description	Amount
_____	_____
_____	_____
_____	_____

Andersen Construction
EXHIBIT D: ACCOUNTING PROCEDURES

Job# _____

Subcontract# _____

SUBCONTRACTOR WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt of final payment from Andersen Construction Company in the sum of \$ _____, and when the final payment has been paid by the bank upon which it is drawn, the undersigned waives all claims and demands of any nature whatsoever which the undersigned has including lien rights and bond claim rights, arising out of or relating to the undersigned's contract with Andersen and/or all work performed by the undersigned for the project commonly known as _____, located at _____, and releases the owner, the property, Andersen, and Andersen's surety, insurer, affiliates, general partners, lenders, subsidiaries, successors and assignments.

In consideration of and for the purpose of inducing Andersen to make final payment, the undersigned represents, warrants and agrees that:

- 1) All sums due or to become due, and all debts, accounts, damages, obligations, claims and demands of every nature and kind whatsoever, in any manner arising out of or relating to labor performed or materials, supplies, equipment or work furnished in connection with, or incidental to, the project have been paid and satisfied;
- 2) There are not existing or unsettled claims for injuries to, or death of, any persons, or damage to or destruction of property in any manner arising out of or relating to the undersigned's work;
- 3) The undersigned has no other or further claims or rights of lien of any kind, or nature, with respect to the project, or any claims or rights against owner, Andersen, Andersen's surety, or their respective successors, assigns, subsidiaries, affiliates, lenders, general partners and agents; and
- 4) Nothing in this Final Waiver is intended, nor shall it be construed or deemed, to result in release of the undersigned's warranty obligations and any other obligations, which may exist under its contract with Andersen.

Signature: _____
(Authorized Corp. Officer/Partner/Owner)

State of _____, County of _____
This instrument was acknowledged before me on this _____
Day of _____, 20 _____ by
_____ as _____
of _____
(company name)

Title _____
Dated this _____ day of _____,
20 _____ at _____
(City, State)

Signed _____
Notary Public for the State of _____
My Commission Expires: _____

Andersen Construction

EXHIBIT D: ACCOUNTING PROCEDURES

LIST OF 2nd TIER SUBCONTRACTORS, SUPPLIERS & UNIONS

TO: Andersen Construction Company
PO BOX 6712
Portland, Oregon 97228
(herein "Andersen")

FROM: _____

PROJECT: _____

The Subcontractor entered into an Agreement with Andersen as part of the project above referenced. The following list includes the names of all parties who have been contracted with by the Subcontractor to furnish or are expected to furnish labor, materials, equipment and/or services for the Work and the amounts contracted for, or expected to become due through the period of the attached payment application.

List below all 2nd Tier Subcontractors, Suppliers and Unions (if applicable) with values over \$500.

<u>Name, Phone, Contact</u>	<u>Description</u>	<u>Price</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
	Self-Performed Work	\$ _____
	Total of suppliers under \$500	\$ _____
	Grand Total (must equal line 6 from payment application)	\$ _____ 0.00

[Attach Separate Sheet if Necessary]

The undersigned, for the subcontractor further states and warrants that there are no other contracts for said work outstanding; that there are no others expected to be entered into; and that he/she will advise Andersen in writing of any additions or changes to this list within five (5) days of such occurrence.

The undersigned acknowledges that this information is provided so that Andersen may exercise its rights pursuant to the Agreement, and that Andersen, in making payments relating to the work, is relying upon the information presented herein.

Authorized Signature: _____
Name and Title: _____

Date: _____

Andersen Construction

EXHIBIT D: ACCOUNTING PROCEDURES

2nd TIER SUBCONTRACTOR'S/SUPPLIER'S WAIVER OF LIEN AND CLAIM

To: Andersen Construction Company
PO Box 6712
Portland, OR 97228

Project: _____
Address: _____
Project #: _____

Subcontractor: _____
Address: _____

The Subcontractor entered into an agreement with Andersen as part of the Project above referenced. The 2nd Tier Subcontractor / Supplier has provided to the Subcontractor as part of the Project certain labor, materials, equipment and / or services. The Subcontractor and 2nd Tier Subcontractor / Supplier hereby certify:

CONDITIONAL RELEASE: (Joint check required)
There is due and owing to the 2nd Tier Subcontractor / Supplier \$ _____ for labor, materials, equipment and / or services provided on the Project above referenced through _____, 20____. Conditioned upon receipt by the 2nd Tier Subcontractor of a check made payable to the 2nd Tier Subcontractor / Supplier in the said amount, and when the check has been endorsed and has cleared the bank on which it is drawn, this document shall constitute a release by the 2nd Tier Subcontractor / Supplier of Andersen, its surety, successors and assigns, the Owner, the Project and the real property upon which it is situated from any claim or demand for work performed to said date, and shall also constitute a waiver by the 2nd Tier Subcontractor / Supplier of any claim or claim of lien or encumbrance upon the Project or any bond posted concerning the Project as of said date.

UNCONDITIONAL RELEASE: (No joint check required)
There are no amounts due and owing to the 2nd Tier Subcontractor / Supplier for labor, materials, equipment and / or services provided on the Project above referenced through _____, 20____. The 2nd Tier Subcontractor / Supplier hereby releases Andersen, its surety, successors and assigns, the Owner, the Project and the real property upon which it is situated from any claim or demand for work performed to said date, and hereby further waives any claim or claim of lien or encumbrance upon the Project or any bond posted concerning the Project as of said date.

The undersigned warrant their authority to execute this Waiver of Lien and Claim.

Subcontractor:

By: _____
Title: _____

Date: _____

2nd Tier Subcontractor / Supplier

By: _____
Title: _____

Date: _____

Andersen Construction
EXHIBIT C: SAFETY DISCIPLINARY POLICY

Revision 2018

Andersen Construction employees, subcontractors, sub-subcontractors and their employees are required to follow Andersen Construction's Company Policies, Safety Rules, Owner imposed safety guidelines, and all applicable Federal and State OSHA rules and regulations as well as additional rules, regulations and consensus standards such as NFPA standards, NEC standards, and other best known practices.

If any Subcontractor and/or its sub-tier contractors: (a) is found to be non-compliant with any project-specific safety requirement or fails to implement measures to ensure worker or public safety; or (b) disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; the Contractor may:

- Stop work and direct immediate correction; and/or
- Issue written notice to the Subcontractor requiring a written cure/recovery plan detailing how Subcontractor intends to correct the contractual default(s) ("Notice to Cure").

If a Notice to Cure is issued under this Safety Disciplinary Policy, and Subcontractor fails within **twenty-four (24) hours** after receipt thereof to submit a written Corrective Action Plan, and commence and continue satisfactory correction of the contractual defaults with diligence and promptness, then the Contractor, without further notice or prejudice to any rights or remedies, shall exercise any or all of the following remedies:

- Temporarily or permanently remove any individual from the project;
- Require re-training for any individual(s), crew and/or supervisor(s);
- Issue a \$1000 fine per occurrence;
- Require additional full-time supervision and/or safety representative hired by or approved by Contractor at Subcontractor's expense;
- Require the removal of any unsafe condition; and/or
- Terminate all or part of the Agreement.

Repeat warnings may result in escalating consequences. Willful disregard for serious hazards may result in immediate termination. Subcontractor shall be solely responsible for (1) all costs and expenses paid or incurred in the implementation of the Corrective Action Plan, including costs incurred by the stoppage of Work; and (2) all sub-tier subcontractors and employees.

High Hazard Safety Violations

The following type of violations will result in an immediate work stoppage and/or suspension pending an incident review. The purpose of the incident review is to uncover the facts related to the reason for the violation and ensure worker knowledge. Disciplinary action, if any, will be determined following the incident review.

- Fall protection violations
- Electrical violations that fall under the "Focus Four" category
- Struck by hazards
- Caught-in / Crush by hazards
- Other serious hazards that expose workers to potential serious injury or death.

NOTE: If a supervisor knowingly places an individual at risk for injury, serious or other, the supervisor shall be subject to disciplinary action up to and including removal from the Andersen Job Site.

For a complete copy of Andersen Construction's Safety Disciplinary Policy, contact the Corporate Safety Office.



Request for Proposals

Benson High School Modernization

Trade Package 1 –MEP/FP

Due Thursday, October 3rd by 2:00 PM

Andersen Construction is seeking Proposal responses from qualified companies for the scopes of work listed below:

- Trade Package 21-00: Fire Protection-Design Build
- Trade Package 22-00: Plumbing-Design Assist
- Trade Package 23-00: HVAC-Design Assist & Controls-Design Build
- Trade Package 26-00: Electrical & Low Voltage Systems-Design Assist
 - Low Voltage specialty systems to be included in Electrical Package:
 - Low Voltage/Data/Telecom-Design Assist
 - Bells & Clocks-Design Assist
 - Security-Design Assist
 - Photovoltaic-Design Build

Project Description:

The Benson Highschool (BHS) modernization is a comprehensive retrofit of the existing BHS facility including 212,084 GSF of renovation and 175,680 GSF of new construction for a total of 387,764 GSF of total scope. The project is targeting LEED silver minimum. The campus includes 10 buildings all of which are 2-3 stories and some of which are a part of the historic register and will have special provisions related to respect for their historic fabric. The campus includes a variety of program spaces including an auditorium, two gymnasiums, a variety of classroom types and administrative functions and a library. The campus also includes Career Technical Education (CTE) teaching environments for disciplines like woodworking, metalsmithing, forging, construction, and automotive among others. Mechanical space is distributed throughout the campus and the majority of the main mechanical equipment is located in basements or rooftops.

Work is scheduled to occur starting in June of 2021 and will be a prevailing wage job with an approximate 34-month construction duration. Please incorporate projected 2021 BOLI wages in your budget. A copy of the 2019 currently BOLI rates are provided for reference below, however all budgeting should be based on projected wage rates applicable at time work occurs (BOLI rates will be established and locked for project in 2021).

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

RFP Selection Timeline:

September 9 th , 2019	RFP Advertisement issued
September 11th, 2019	Mandatory Pre-Proposal Meeting-3:30pm
September 16 th , 2019	Release of Addendum # 1 (as needed)
September 20 th , 2019	Final questions due to Andersen Construction
September 25 th , 2019	Release of Addendum # 2 (as needed)
October 3rd, 2019	RFP Responses due
October 16 th , 2019	Interviews Day 1-Mechanical/Plumbing
October 17 th , 2019	Interviews Day 2-Electrical (and additional Mechanical if needed)
October 18 th , 2019	Interviews Day 3- Fire Protection (and Electrical con't if needed)
October 25 th , 2019	Andersen Recommendations to PPS for Review
November 1 st , 2019	PPS Notification to Andersen for Award Approvals
November 4 th , 2019	Andersen Notification to Subcontractors of Intent to Award

Note: A notification regarding timeline changes will be issued, if necessary.

Prequalification Information:

All participants must have a completed Prequal prior to Andersen Construction recommending award to your firm. Please refer to Document 6– Subcontractor Prequalification requirements (using Compass). If you are a returning subcontractor/supplier and have not completed a prequalification using Compass; or are a new subcontractor/supplier who has not done business with us in the past.

Document Availability:

Detailed RFP instructions and scoring criteria, along with 100% SD documents and all Andersen RFP Documents are available for downloading through Building Connected, the program from which the RFP was sent.

In addition, documents will be available at many plan centers. Please notify ACCO with your requests for posting at specific plan centers.

Please contact Elizabeth Juhala for an invitation from Building Connected and access to all the documents. ejuhala@andersen-const.com

Contact Information:

Questions should be emailed to Emily Hager and Erin Storlie by September 20th, 2019 for inclusion in Addendum #1. Proposers may also submit questions through Building Connected.

Preconstruction Manager: Erin Storlie – estorlie@andersen-const.com

Regional Estimating Manager: Emily Hager - ehager@andersen-const.com

All proposals will be received through Building Connected. Bidders will be responsible for filling in all blank fields on the online bid form and submitting by the date and time listed herein. All documents requested by the RFP shall be attached (including Budget Breakdown Form), along with any additional information you wish to submit, through Building Connected. If you need help submitting your proposal through Building Connected, please contact Elizabeth Juhala at ejuhala@andersen-const.com.

*****Please let us know, either by email or Building Connected, your intent to provide a proposal by 9/12/19 if possible, and note which packages you will be including.**